

## **AHCA Protective Covenants**

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KNOW ALL MEN BY THESE PRESENTS, That the undersigned Shapell Industries of Colorado, Inc., as the owner in fee simple of the described real property situated in the County of Arapahoe, State of Colorado, to-wit:

Blocks 1, 2, 3, 4, and 5, ARAPAHOE HIGHLANDS

in order to establish and maintain a high residential standard of use for the said property does hereby impose on the following restrictions and Protective Covenants:

### **I. AREA OF APPLICATION**

A. FULLY PROTECTED RESIDENTIAL AREA. The residential area Covenants as established in Paragraph II shall in their entirety apply to Lots 1 through 101 — Arapahoe Highlands, Filing #1.

### **II. RESIDENTIAL AREA COVENANTS**

A. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars. Once work has begun on any structure, construction must be pursued to completion with all due diligence, being completed within one year.

B. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved. Approval shall be as provided in Paragraph III.

C. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$25,000 based upon cost levels prevailing on the date these Covenants are recorded, it being the intention and purpose of the Covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1100 square feet for a one-story dwelling, nor less than 550 square feet for a dwelling of more than one story.

#### **D. BUILDING LOCATION.**

1) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line.

2) No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

3) For the purpose of this Covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided however, that this shall be construed to permit any portion of a building on a lot to encroach upon another lot.

4) With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer to a street than above provided, but not nearer than 20 feet to any street line, where the natural elevation of the lot along the established minimum building setback line is more than either eight feet above or four feet below the established roadway level along the abutting street and where in the opinion of said Committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 15 feet to any street line.

E. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9000 square feet.

F. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear eight feet of each lot. With these easements, no structure, planting or other material shall

be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

G. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

H. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

J. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

K. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

L. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that a maximum of three (3) dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

M. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or removal of such material shall be kept in a clean and sanitary condition. Under no circumstances shall burning of trash, garbage, or other wastes be permitted.

N. WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Colorado Department of Public Health. Approval of such system as installed shall be obtained from such authority.

P. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot.

R. PROTECTIVE SCREENING. Protective screening areas are established as shown on the recorded plat. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities, and drainage facilities.

S. SLOPE CONTROL AREAS. Slope control areas exist within the subdivision. Within these slope control areas no structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

T. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

U. STREET LIGHTING. All lots are subject to and bound by Public Service Company Tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado. This provision shall apply so long as the subdivision and the lots and blocks within

the same are in an unincorporated area. (As recorded 11/21/72 in the records of Arapahoe County, Colorado, Book 2077, Page 600)

V. NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

### III. ARCHITECTURAL CONTROL COMMITTEE

A. MEMBERSHIP. The Architectural Control Committee is composed of:

Charles H. Nissen - 2545 South Williams, Denver, Colorado

James A. Boulware - 5510 Ventura Canyon, Van Nuys, California

Gerriet L. Dirksen - 13211 Ethel Bee Way, Santa Ana, California

A member of the Committee may designate a representative to act for it. In the event of death or resignation of a member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

B. SUCCESSION. At such time as the developer has sold all of the lots contained in Arapahoe Highlands, the Architectural Control Committee shall call a meeting of all land owners in Arapahoe Highlands to elect three of their number as the Architectural Control Committee. Thereafter an annual meeting of the then land owners in Arapahoe Highlands shall be held to elect three of their number as the Architectural Control Committee to serve for the following year. In the event the Architectural Control Committee fails to call an annual meeting, any three land owners may call the meeting by giving all other land owners 10-day notice of the time and place of the meeting.

C. PROCEDURE. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related Covenants shall be deemed to have been fully complied with.

### IV. GENERAL PROVISIONS

A. TERM. These Protective Covenants, as may be amended as set forth in Section D of this Article IV, are to run with the land and shall be perpetually binding on all parties and all persons claiming under them.

B. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages.

C. SEVERABILITY. Invalidation of any one of these Covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

D. AMENDMENT PROCEDURE. Each Lot shall have one vote. Said vote shall be equally divided among the Owners on record, unless the Owners prove an alternate distribution of ownership to the satisfaction of the Architectural Control Committee.

Votes shall be indicated by original signature of each Owner. Votes may be cast in person or by absentee ballot.

A copy of any proposed amendment must be provided to all Owners on record not less than 30 days prior to the election for such proposed amendment.

When the total vote in favor of an amendment is greater than half the number of Lots, the proposed amendment is considered passed. Said amendment must be recorded with the Arapahoe County Clerk and Recorder within 30 days of being passed, and becomes effective on the day of recording.

Amendments to these Protective Covenants may be executed in multiple documents and when consolidated together shall constitute one instrument.

**AMENDMENT TO PROTECTIVE COVENANTS**

EFFECTIVE March 6, 2009, The Architectural Control Committee for Arapahoe Highlands Filing No. 1, Arapahoe County Colorado, shall consist of the following members:

- Candace Moon (chairman) ..... 1757 E. Jamison Ave
- Jim Smith..... 1720 E. Jamison Pl
- Joel Bennick ..... 7643 S. Gilpin Ct

as provided for in paragraph III A of the Protective Covenants recorded July 25, 1972 in book 2040 at Page 225, Arapahoe County, Colorado records, the previous members having resigned.

**Guidelines For Roof Replacement and Repair**

STATEMENT OF PURPOSE: Arapahoe Highlands Protective Covenants clearly state that it is intended that any building within Arapahoe Highlands shall maintain a level of material and workmanship "substantially the same or better" than that provided on the date the covenants were adopted. Also, it is intended in the covenants that alterations should maintain harmony of external design with existing structures. Roofing material is one of the most visible aspects of external structural appearance and design in a residential area; therefore strict compliance with the covenants and their intent should be closely adhered to in order to maintain architectural harmony within Arapahoe Highlands. In light of the stated covenants and their clearly intended purpose, the Architectural Control Committee makes the following recommendations:

Acceptable Roofing Materials in Arapahoe Highlands

- 1) Natural individually split wood shakes.
- 2) "Shakes" of concrete tile which in form, texture and color are specifically designed to resemble natural weathered wood shakes. Such concrete "shakes" shall include those of 100% concrete composition as well as those containing wood fiber or other weight reducing material in the concrete matrix. Color of this material must be approved in advance by the Arapahoe Highlands Architectural Control Committee.
- 3) Tri-laminate asphalt shingles that have a lifetime warranty. Color, architectural profile, and manufacturer of this material must be approved in advance by the Arapahoe Highlands Architectural Control Committee.
- 4) Stone coated zinc/aluminum alloy steel. Color of this material must be approved in advance by the Arapahoe Highlands Architectural Control Committee.

Unacceptable Roofing Materials in Arapahoe Highlands

- 1) Double layer laminate shingles or other roofing material of asphalt or fiberglass based composition (except #3 as stated above).
- 2) Pressed board or particle board sawed or cut roofing material alleged to resemble natural wood shakes.
- 3) Gravel or rock on an applied asphalt or other adhesive base.
- 4) Paint, stain or dye other than that used in the manufacture of concrete "shakes" described above. NOTE: Clear wood preservatives which will temporarily alter roof color may be applied in a timely manner. Also, natural wood shakes when new and unweathered appear lighter in color and are obviously acceptable.
- 5) Metal, either smooth sheet or corrugated (except #4 as stated above).
- 6) Any other roofing material which is not included in Acceptable Roofing Materials above, unless specifically approved by the Architectural Control Committee of Arapahoe Highlands

The following are types of roofing materials that have been approved for previous roofing projects in the neighborhood: Gaf-Elk Grand Canyon, Sears Duration Premium Shingles, GAF Timberline 30/40 Shingles, Presidential AR Shingle. These types of roofing are not the only materials that can be used. Since the roofing material industry is constantly developing new materials, there are other roofing materials that may be acceptable with ACC approval.

The Arapahoe Highlands Architectural Control Committee (ACC) will not consider incomplete submissions of

roofing plans or other home improvement plans. Submission of plans are considered complete when the ACC receives the plans, the name of the contractor, description of the work to be done, architectural plans or drawings, license from the city of Centennial, sample of the actual roofing material, sample of construction materials, start date of project, end date of project, and address of residence where work is to be done. The submission must be signed by the homeowner. Incomplete submissions will be returned to the homeowner with notice not to begin the project until the ACC has given final approval for the project. The homeowner must allow the ACC 30 days to respond. This 30 day period begins when the complete submission of roofing plans or other home improvement plans are received by the ACC. The ACC's approval or disapproval as required in the Arapahoe Highlands Civic Association (AHCA) Covenants shall be in writing. In the event the ACC, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to the ACC, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related Covenants shall be deemed to have been fully complied with.

### **Guidelines for Reporting Covenant/By-Law Violations**

Any resident of Arapahoe Highlands who observes, sees, or hears of a violation of the covenants and/or guidelines is to immediately notify a member of the ACC or the President of the AHCA. The committee member of the ACC will notify other members of the ACC and the President of the AHCA, who will in turn notify members of the AHCA board. If the AHCA President is the first to know, observe see or hear, he or she will notify the AHCA Board and the ACC. The ACC will immediately post a stop and desist order with the homeowner in violation. The ACC will notify the AHCA board members that are available that possible legal action may be incurred. The ACC and the AHCA will attempt to resolve the issue with the homeowner who is in violation. If no solution is reached that is agreeable to both parties, the ACC will provide the AHCA a recommendation for resolution of the violation

### **Guidelines for Parking Vehicles**

**The guidelines below are considered “Good Neighbor” parking guidelines and were developed from a neighborhood survey conducted by the ACC in 2002. They are not part of the AHCA Covenants or By-Laws.**

1. Cars, sport utility vehicles, passenger vans, and pick-up trucks may be parked on the street.
2. Cars, sport utility vehicles, passenger vans, pick-up trucks, and commercial/construction vehicles may be parked on a paved driveway in front of the house.
3. Vehicles may not be parked on crushed rock in front of the house.
4. Vehicles may not be parked on the grass in front of the house
5. Cars, sport utility vehicles, passenger vans, and pick-up trucks may be parked along the side of the house visible to the street.
6. Any vehicle may be parked behind a six foot privacy fence except for 5th wheel travel trailers, Class A and C motor homes, and boats over six feet tall.

11-01-02

The City of Centennial has ordinances which specifically address parking for both public on-street and private property. The full text can be found on the City of Centennial Web site under Municipal Code, Title 7 - Public Health and Safety. Chapter 1 – Nuisances, addresses both the definition of “Nuisances” and “Nuisances Declared Unlawful”.

In general, it is illegal to park any trailer (equipment, cargo, camping or boat) that is not attached to a licensed towing vehicle on the street except when it is actively being loaded or unloaded. Also it is illegal to park junk vehicles, inoperable vehicles, and vehicles without current licenses on the street at any time. Trailers (equipment, cargo, camping or boat) may be parked in the driveway as long as they are licensed and operable. Junk and inoperable vehicles may not be parked on private property if they are visible from the public street, they must be behind a fence or in a garage.