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**SYLVAN MEADOWS PROPERTY OWNERS ASSOCIATION
(SMPOA)**

**AMENDED AND RESTATED DECLARATION of
PROTECTIVE COVENANTS SYLVAN MEADOWS**

Approved by SMPOA Membership on April 18, 2019

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AMENDED and RESTATED DECLARATION of PROTECTIVE COVENANTS SYLVAN MEADOWS

WHEREAS, ProLand Group LLC, as Declarant, recorded that certain Declaration of Protective Covenants Sylvan Meadows on April 29, 1999 at Reception No. 099067615 of the real property records of El Paso County, Colorado (hereinafter called the “Declaration”) affecting the real property set forth in the Sylvan Meadows Filing No. 1, which was recorded on May 13, 1999 at Reception No, 99077007 of the records of El Paso County, Colorado (the “Plat”);

WHEREAS, the ProLand Group LLC assigned the rights, powers, obligations, and privileges to the Sylvan Meadows Property Owners Association (the “Association” or the “POA”) by way of an assignment titled “Declarant’s Assignment of Rights Pursuant to Declaration of Protective Covenants Sylvan Meadow Subdivision” recorded on January 28, 2004 at Reception No. 203019010 of Clerk and Recorder’s Office of El Paso County, Colorado.

WHEREAS, Section 29 of the Declaration provides that the Declaration may be amended by a three-fourth’s (3/4) vote of all the property owners in the Association and filed for record with the Clerk and Recorder of El Paso County;

WHEREAS, C.R.S. Section 38-33.3-217 supersedes Section 29 of the Declaration and provides that the Declaration may be amended by the affirmative vote of at least two-third’s of all the property owners in the Association; and

WHEREAS, the Association and the required percentages of owners desire to amend the Declaration in order to accomplish the intent and provisions of the Declaration.

NOW, THEREFORE, the Association and the required percentage of Owners do hereby amend and restate the Declaration as provided herein and declare that the following covenants, terms, provisions and restrictions shall run with the real property described in the Declaration and the Plat, shall be a burden upon any person or party acquiring, encumbering, owning, leasing or otherwise holding any interest in said real property, and shall replace in full the Declaration as originally set forth therein, to wit:

1. **INTENT**: The Intent of these covenants is to preserve Sylvan Meadows as an exclusive, high-quality residential area of lasting value, and the covenants have been designed to that end. Property owners in Sylvan Meadows should be people who value the quality of life, who will respect, uphold and observe the letter, spirit, and intent of these covenants, and who will insist upon their fair and consistent enforcement.
2. **BUILDING TYPE AND USE**: All developable lots shall be known and described as residential lots and shall be used only for custom-built residential homes and country estates of

harmonious design, complementing the natural terrain of the property and complementing other homes constructed in the area. No structure shall be erected, altered, converted, placed or permitted to remain on any lot other than one single family dwelling not to exceed three (3) stories in height with an attached garage. Up to two additional ancillary buildings, keeping with the architecture of the existing home, shall be permitted at the sole discretion of the Architectural Control Committee (ACC), provided that such is not used for any commercial purpose, including the storage of transient commercial equipment and each such building is not larger than 50% of the main level square footage of the family dwelling (includes the attached garage). If requested by the lot owner, the ACC will consider submission for ancillary building larger than 50% of the above grade main level square footage of the family dwelling (including the attached garage). Examples of reasons for consideration of a larger ancillary building could include the material/items to be stored exceeds the 50% rule above, and/or location of the ancillary building on the lot would not be readily noticeable from the road or adjacent lots. Outbuildings which are sized 12' x 16' or smaller are considered to be sheds and do not count as against the two ancillary building limit provided that the sheds are not used for commercial or residential purposes. All construction is subject to approval by the ACC and, if applicable, the El Paso County Regional Building Department. No structure on any lot may be erected prior to completion of the main dwelling. No mobile homes or pre-manufactured homes of any type will be permitted upon the property.

3. DWELLING SIZE: The size of dwellings is established to reflect the Property Owner's Association (POA's) intent regarding the high quality of the development. The ACC may grant requests for minor variances to size criteria when other factors which enhance quality of the structure and the Sylvan Meadows development conclusively justify such variances.

The ground floor area, without consideration of the attached garage, shall be not less than seventeen hundred (1700) square feet for a one-story dwelling, nor less than twelve hundred fifty (1250) square feet for a dwelling of more than one story. A trilevel design must have a total above grade area of not less than twenty-five hundred (2500) square feet. Bi-level, other type homes with basement windows above ground level and houses with garden/terrace basement entrances on one side will normally be considered as one-story homes for purposes of this covenant. In its sole discretion, the ACC may treat a bi-level or tri-level as a single or multi-story building depending upon its appearance, size, location and amount of finished interior space. Garages will be of a size to accommodate not less than two cars, and garage doors will be kept closed except when owners need frequent access during a given day. All garages (attached or unattached) shall be fully enclosed.

4. BUILDING LOCATION: In conjunction with or before house plans are submitted to the ACC, a separate plot plan showing the planned location of all improvements contemplated upon the lot will be provided to the ACC. The ACC shall have the authority to alter the site location or deny construction if, in the opinion of the ACC, and by way of example, but not limited to: the

proposed site location will unduly interfere with adjoining lots as to the view; the proximity of construction to adjacent lots; the impact on existing natural growth, terrain, or the overall aesthetic effect. Further, the ACC may alter the site location or deny construction if the structure poses other potential interference with existing or proposed construction on adjoining lots.

SETBACKS. No structure of any kind shall be located on any lot nearer than one hundred (100) feet to the front lot line nor nearer than fifty (50) feet to any rear or side lot line. Exceptions to the setback requirements may sometimes be logical and may be made by the ACC in cases where extenuating circumstances exist. Such exceptions must be requested in writing and granted by the ACC in writing, stating the reasons for the exception. For the purpose of this covenant, eaves, steps, and open porches shall be considered as part of the building.

5. ARCHITECTURAL CONTROL AND DESIGN:

A. Purpose. To assure through intelligent architectural control of building design, placement, materials, colors, and construction, that Sylvan Meadows shall remain an attractive residential community, and to uphold and enhance property values and fulfill the "Intent" of these covenants.

B. Architectural Control Committee.

(1) Composition. The Architectural Control Committee (hereinafter referred to as ACC) is composed of the Chairperson who will be one of the five voting members of the Association Board of Directors (hereinafter referred to as the BOD) elected by the general membership during its annual POA meeting. Based on a recommendation from the ACC Chairperson, the BOD will vote to appoint two-three additional members of the ACC with staggered terms.

Any appointed member of the ACC whose performance is found objectionable may be removed by majority vote of the BOD. In the event of the death or resignation of any appointed member of the ACC, the BOD shall have full authority to designate a successor to fulfill the remaining term.

(2) Liability. Neither the Association, BOD or ACC members, nor any persons acting therefore, shall be liable in damages to any person submitting requests for approval or to any lot owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests, or with regard to any other good faith actions taken under authorization of provisions of these covenants.

(3) Records. The ACC shall maintain minutes of its meetings and records of election of its members. It shall retain a complete file of applications, home plans, location sketches and other application documents. Said documents will be retained by the Chairman of the ACC for at least six (6) years from completion of construction. If requests for additions are made, both original plans and plans for such additions will be kept for six (6) years from the time the plan for the addition was submitted.

(4) Compensation. Neither the members of the ACC, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

C. Procedures for Obtaining Approval of Plans.

(1) Plans will be submitted to Chair of the ACC, or in the Chair's absence, any other member of the ACC.

(2) If an owner believes that his/her plans may encounter serious objections, the owner should submit preliminary house drawings and/or preliminary sketch plans to the ACC requesting the ACC provide in writing, preliminary approval before having detailed, expensive architectural plans drawn. Preliminary approval of said sketch plans will not constitute final approval.

(3) The owner (not the builder) will submit a written application on a form provided by the ACC. The owner will complete the form and submit it to the ACC with the following attachments:

a. Two (2) copies of a sketch map drawn to scale showing the exact location on the lot of all proposed improvements to include by way of example and not as a limitation: the house, decks, porches, patios, well(s), septic field, other buildings, and barn/corrals (even if only contemplated for the future). The exact proposed setbacks from lot lines and access routes (driveways) to proposed structures and any clearing, plantings or fencing must be included. Topographic maps showing terrain lines are recommended.

b. Two (2) complete sets of construction plans for buildings(s), detailed floor plan, elevation, site location, and exterior building materials.

c. Color Samples of all exterior materials including, but not limited to roofing material, siding material, stone or brick and trim paints.

(4) The ACC will then meet as a group (not individually) to discuss, examine, consider, make field trips to property, and approve or disapprove all submissions in writing based on a majority vote of ACC members. ACC will return a copy of the form with comments, if appropriate, and signed copies of one set of location sketch and building plans. If approved, the other set of plans, location sketch, and the color samples will be kept in the files of the ACC. The ACC may require the owner to make other submissions, to include material samples, pursuant to considering any application.

The ACC may take up to thirty (30) calendar days to approve or disapprove submissions, and if disapproved, may take an additional thirty (30) calendar days to consider any resubmitted plans. Normally, submissions will be approved or disapproved in a few days, but owners should plan sufficiently in advance to give the ACC time to thoroughly examine plans, make onsite inspections and reach comprehensive decisions. Members may appeal decisions made by the ACC to the BOD. In the event that the ACC fails to approve or disapprove within thirty (30) calendar days after written submission, or if no suit has been filed to enjoin the construction prior to its completion, the applicant shall serve notice of intent to proceed to the ACC. If no approval or disapproval is granted within fifteen (15) business days of the ACC receipt of said notice, then approval shall not be required, and the related covenants requiring ACC approval shall be deemed to have been fully complied with, providing that all other covenants herein have been properly observed.

(5) VOTING: A simple majority vote of the ACC during a convened meeting will determine approval or disapproval; however, unless all members of the ACC have been given the opportunity to vote and all have signed the form, the approval or disapproval is not valid. The ACC will coordinate and work in concert with each other and report their decisions as a group and not individually.

(6) AUTHORITY OF ACC: The ACC is empowered to approve or disapprove, in writing, all plans for construction, improvements, site locations, clearing, planting, fencing and any other changes in the natural environment of lots in Sylvan Meadows. Disapproval of submissions by ACC may be based on any reasonable justification that complies with enforcing the "intent" of these covenants and purpose of the ACC, including purely aesthetic grounds. If such submissions are disapproved, the ACC shall give written reasons for said

disapproval to the applicant, and may require submission of additional plans, specifications, material samples, and may require such changes as it deems necessary to conform to the overall intent as herein expressed.

The ACC shall have the right to alter site locations as shown on the submitted plot plan, or deny construction if, in the opinion of the ACC, the proposed site locations will unduly interfere with adjoining lots as to view, sanitation, proximity, type of construction (actual or proposed), or unduly damage the natural growth and/or terrain.

The ACC may prohibit construction of fences, houses, barns or any other improvements to any lot, and to order their removal if the written application was not made by the owner. This also applies if approval was not granted in accordance with these covenants, or if actual construction is different from the approved plans

The Board of Directors for the Association, upon written request from applicants, shall have the authority to grant, in writing, variances from the ACC provisions of this Declaration of Protective Covenants. Such variances may be granted as they apply to construction and setbacks in cases of irregularly shaped lots, unusual terrain, highly desirable building sites close to lot lines, or other conditions wherein the strict enforcement of these conditions would result in unusual hardship. The Board of Directors shall be the sole and exclusive judge of whether or not such hardship exists. It is the intent of these declarations that the Board of Directors shall exercise broad discretionary powers and its decisions shall be final and conclusive. The Board of Directors shall resolve all questions of interpretation and these covenants shall be interpreted in accordance with their general purpose and intent as herein expressed. The Board of Directors may delegate its authority to grant variances to the ACC, such authority is able to be revoked by the Board of Directors at any time and at its sole discretion.

D. Architectural design and requirements. In addition to the other requirements of these covenants, the following pertain:

(1) CONSTRUCTION. No additional construction or improvement, not heretofore approved by the ACC, can be erected, removed, converted, placed, added to, maintained or altered on any lot until the construction plans and specifications, to include design, height, materials, and colors to be used, and a plot plan showing exact location of the structure(s), have been approved by the ACC in writing as to quality of workmanship and materials, harmony of external

design with existing structure(s), location with respect to other planned, and as to topography and finished grade elevation. This requirement applies both to new construction and to subsequent repainting, changes, major repairs and additions to a structure, improvement, drainage or landscaping.

(2) COLOR. Structural color schemes will be compatible with the natural environment of the subdivision. Subdued, unobtrusive natural or earth colors will normally be required, and color samples must be submitted with plans.

(3) FACING. Exposed concrete on buildings will be covered with stucco, brick, stone, or other material meeting the approval of ACC. If brick or stone is used as facing, other than decoratively, it must be used on all sides of a house seen from the road or other lots.

(4) CHIMNEYS. Spark arrestors shall be required on all chimneys.

(5) FIRES. Trash burning is not permitted on a lot or within the Association. No open fires are allowed on a lot, except lot Owners may use recreational fire pits, fire rings and portable outdoor fireplaces provided that the uses thereof must comply with all Falcon Fire District requirements and said stipulations can usually be found on the Falcon Fire District's web site; however, owners are responsible for ensuring that they are familiar with said requirements prior to having any open flames on their lot. All spark arresting screens and other safety devices provided by the manufacturer must be maintained and used on outdoor fireplaces and similar devices. Owners are responsible for maintaining insurance coverage in adequate amounts to cover any fire damage to their property and the property of others. The Association is in no way liable for any damage caused by an owner, their guests', tenants', licensees' or invitees' use of open fires within the Association.

(6) ROOFING. Roof materials and color shall be consistent with the architecture, color, and exterior wall material of the house. Tiles, slate or architectural grade composition shingles will normally be required; however, the ACC may allow variations from this requirement only on those cases where such variation would be harmonious with the surrounding area and where such desired roofing materials would not be practical for a particular design of the house. New and modern materials with a shake appearance would be considered.

(7). The overhang on a roof shall be at least eighteen (18) inches unless a lesser overhang is approved in writing by the ACC.

(8). **EXTREME DESIGNS.** Homes of extreme designs may or may not be approved depending upon location and appearance in keeping with the intent of these covenants to establish an area of quiet, unobtrusive appearance, dignity and quality consistent with other homes in the area.

(9). **MATERIALS.** All materials used in the construction, alteration or remodeling of any building shall be new and of good quality and design. Used materials of good quality may be used, provided they are first approved in writing by the ACC. A sample of all exterior materials shall be submitted to the ACC for approval.

(10). **DRIVEWAYS.** In addition to obtaining approval from the ACC, purchasers must contact the El Paso County Department of Transportation for sizing of culverts prior to the installation of any driveways on or to any lots.

E. **Penalty fee for violations.** Written application for approval of construction plans will be made and signed by the owner of the lot, and the owner will be held responsible for any violations of the covenants which are committed by a builder or other persons engaged by owner. If any excavation, cutting of trees or construction is commenced by owner or by a builder commissioned by owner, prior to receipt of written approval signed by all members of the ACC, then owner agrees to pay any appropriate expenses, but in no event less than three hundred dollars (\$300.00) to the ACC which will utilize said funds to further enforce the Sylvan Meadows covenants as necessary. Owners in Sylvan Meadows agree to make such payments, and if legal steps are necessary to enforce this covenant, purchasers further agree to pay all legal expenses incurred by the ACC in the collection of said fees. Payment of said fees does not preclude further action by the ACC to disapprove such areas in which clearing or construction has begun to include the property to be put back into its pre-construction state.

6. **TEMPORARY RESIDENCES:** No structure of temporary character, camper, trailer, mobile home, basement, tent or accessory building shall be used on any lot as a residence, temporarily or permanently, either before or after construction of the main residence.

7. **PRESERVATION:** Houses shall be located on lots so as to minimize damage to existing foliage and natural growth. No trees may be removed other than under the provisions of Paragraph 20 and the lots shall be maintained in their natural state as nearly as possible, except that a reasonably sized lawn and garden not to exceed four thousand (4,000) square feet may be installed around the house. **NO CLEARING OR CUTTING OF TREES FOR A DRIVEWAY**

OR HOMESITE WILL BE COMMENCED PRIOR TO OBTAINING WRITTEN APPROVAL FROM THE ACC.

8. TIME OF CONSTRUCTION: Once construction has begun on any structure, including walls, fences, residences, ancillary building or any other structure which has been previously approved by the ACC, construction of that particular structure, including landscaping, shall be completed within twelve (12) months of the time such construction was initiated. The ACC may extend the time of construction for additional periods due to unusual circumstances; the owner will request an extension in writing explaining why an exception is needed and the ACC will respond in writing with their decision. If any such structure is abandoned, the ACC shall have the authority to remove all or portions of such structures so as to prevent it being unsightly and a detriment to the area. Notice of intent to remove will be posted on the lot ten (10) days prior to such action, and in the event such removal becomes necessary, the owner of the lot shall be liable for all reasonable costs of such work.

9. PROPERTY OWNERS ASSOCIATION: A Property Owners Association (hereinafter referred to as POA) shall be formed and the sole qualification for membership shall be ownership of a fee or undivided fee interest in any lot in Sylvan Meadows. The purpose of the association shall be control of the ACC and any other committees of such association as shall be established; government, maintenance and improvement of properties, administration of the water augmentation plan, recreational enjoyment, development of services and facilities, and enforcement of the protective covenants. All owners agree to become members and to be subject to the Declaration and other Governing Documents of the POA, including such rules, regulations and policies adopted by the BOD. Each lot shall carry one vote. The POA shall hold an election for officers during the annual general membership meeting.

10. ASSESSMENTS:

A. Creation of the Obligation for Assessments. Each Owner, for each Lot owned within the Property, by acceptance of a deed therefore or interest therein, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the POA, in the manner, amounts and times prescribed herein, all assessments, charges, fees, fines and other sums which are described in this Declaration (hereinafter collectively called the "Assessments") and which shall be both a personal obligation of the Owner and a lien against his Lot as provided herein. Each Owner shall be jointly and severally liable to the POA for the payment of all Assessments. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title or interest unless expressly assumed by them. No Owner may waive or otherwise escape personal liability for the payment of the Assessments by non-use of any common properties or services, by abandonment or leasing of his Lot, or by asserting any claims against the POA, the Declarant or any other person or entity.

B. **Purpose of Assessments:** The Assessments levied by the POA shall be used exclusively to promote the health, safety and welfare of the Owners and for the improvement and maintenance of the Association as more specifically provided herein.

C. **Annual Assessments:** The annual assessments may specifically include, but shall not be limited to, expenses of management of the POA and its activities; taxes and special Assessments upon the POA's real and personal property, if any; premiums for all insurance which the POA is require by statute or First Mortgages to maintain, or all insurance authorized by the BOD in its sole discretion, and all other expenses connected with such insurance; the creation of adequate reserve funds for maintenance, repairs and replacement of those elements of common property or maintenance that must be done or replaced on a periodic basis and are payable in regular installments, rather than by Assessments; and, any other costs, expenses, and fees which may be incurred or may reasonably be expected to be incurred by the BOD, in its sole discretion, for the benefit of the Owners under or by reason of this Declaration.

D. **Limit on Annual Assessments:** The Assessment shall be \$250 per year, beginning in the year this Declaration is recorded, but may be increased, decreased or suspended thereafter by a majority (51%) vote of all Owners on an annual basis; however pursuant to C.R.S. § 38-33.3-116, the annual dues may never exceed \$400, or as such limit is increased pursuant to C.R.S. § 38-33.3-116(3), exclusive of any optional user's fees and any insurance premiums paid by the POA.

E. **Procedure for Annual Assessments:** The Assessments shall be payable in an annual amount. Subject to a majority member vote of approval, the BOD may fix the annual Assessment at an amount not in excess of the maximum stated above and shall provide such notice and procedure for budgeting as the BOD deems appropriate in its sole discretion. The BOD may adopt rules, policies and procedures as it deems necessary regarding the collection of unpaid Assessments that are not inconsistent with this Declaration. The POA may furnish to an Owner, upon written request delivered to the POA's registered agent, a written statement setting forth the amount of any unpaid Assessments levied against a Lot, and the statement may be relied upon all Owners acting in good faith thereon as conclusive evidence of payment of such Assessment.

F. **Collection of Assessments:**

(1) **Personal Liability.** Any Assessment which is not paid when due shall be delinquent, and the POA may impose a late charge for each month any Assessment is delinquent, and may also collect the attorneys fees, costs and expenses of any collection. Additionally, the POA may bring an action at law against any Owner personally obligated to pay any Assessment and, in the event of any lawsuit, the delinquent Owner shall pay all attorneys fees, court costs and any expenses of such lawsuit.

(2) Lien. Additionally, any such unpaid Assessment, together with all expenses of collection and attorney's fees, shall be a continuing lien upon the Lot against which such Assessment was made. The POA may enforce such lien by filing with the Clerk and Recorder of El Paso County a statement of lien with respect to said Lot, setting forth such information as the POA may deem appropriate. Said lien shall run with the land and shall additionally secure all Assessments and expenses which become due after its filing. Said lien may be foreclosed by the POA in the manner provided for foreclosures of mortgages under the laws and statutes of the State of Colorado. All rights and remedies of the POA are cumulative, and foreclosure of the lien shall not prevent a lawsuit against the Owner personally liable therefore whether taken before, after or during such foreclosure. Said lien may be released by recording an appropriate document executed by an officer or agent of the Association. Such lien is in addition to any statutory lien allowed to the POA by law. Said lien shall be superior and prior to any homestead rights or similar exemption now or hereafter provided under state or federal law to any Owner, whose acceptance of a deed to a Lot shall constitute a waiver of such homestead or other rights.

(3) Receivership. The POA shall have the right to have a receiver appointed in any action to collect unpaid Assessments and all Owners are considered to have consented to the appointment of said receiver.

11. EASEMENTS: Each property herein shall be subject to and encumbered by all easements of record shown upon the plats of the Sylvan Meadows Subdivision. In no event shall such easements be enclosed, fenced upon, excavated, or in any other way encumbered or restricted by any property owner. If a purchaser buys contiguous lots, easements and setbacks shall apply unless the purchaser vacates a common boundary through appropriate government agencies. Lot owners are responsible for providing access to utility companies and other government agencies who have reason to use said easements, and if damage is done to fences, shrubbery or plantings in said easements, lot owners have no recourse against the POA or the Architectural Control Committee. No building or similar structures may be placed in the easements unless vacated by agencies involved. It is recommended that they are kept open and unfenced.

12. CONSTRUCTION TO NOT INHIBIT VISIBILITY AT INTERSECTIONS: No fence, wall hedge, tree or shrub planting which obstructs sight lines shall be placed or permitted to remain on any lot which interferes with or inhibits vision at an intersection.

13. RE-SUBDIVISION: Re-subdivision of lots is not permitted; however, it is not the intention of this covenant to preclude small lot line variations to take care of hardship building lots, providing such variations meet all legal requirements and are approved by the ACC.

14. NUISANCE: Nothing shall be done or permitted on any lot, which may be or become an annoyance or nuisance to the neighborhood. No noxious odors, noise, and light polluting or other

offensive activities are permitted in the development. Exterior lighting on any lot shall either be indirect or of such controlled focus and intensity as not to disturb residents of adjacent or nearby property or public streets.

15. COMMERCIAL BUSINESSES: No commercial businesses or trade shall be operated from any lot/residence. However, exceptions may be made if the commercial business or trade does not cause increased traffic into the lot, cause pollution of any type to include noise, water, soil, air, light, etc., or otherwise create a nuisance. An example of such a business is a home-based internet business or other types of computer-based business operations. An acceptable home-based business or trade will be invisible in all aspects to neighbors and passersby.

16. REFUSE AND RUBBISH: Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary manner. 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 must be placed in concealed areas designed to blend with the house or other structures so that they will not be visible from other lots, or from public streets. No trash, litter, junk, equipment boxes and other such items shall be permitted to remain exposed upon the premises and visible from public streets or from other properties within the subdivision.

17. NATURAL RESOURCES: No activity shall be conducted on, over or under a lot to extract, refine or harvest natural resources, to include by way of example, but not as a limitation: fracking, oil drilling, oil development operations, oil refining, natural gas extraction, quarry or mining operations of any kind shall be permitted on 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 designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

18. SIGNS: All signs displayed upon any of the premises or lots must be first approved in writing the ACC. This covenant does not preclude the temporary display of reasonably sized builder, realty, or political candidate signs measuring six (6) square feet or less. Political candidate signs may only be displayed during the campaign period and must be removed immediately following the election. The ACC reserves the right to make exceptions to size requirements or to require modifications or removal of any signs deemed not in keeping with the area and subdivision decor. The BOD reserves the right to erect and maintain an entryway on the lots at either side of Sylvan Meadows Drive and such other identified roadways as exist on the plat of the subdivision, along with gateways, posts, walls, signs and other structures both to permanently identify Sylvan Meadows Subdivision and to market it. In addition, the BOD reserves the right to require owners to install signs on their lot as the BOD deems necessary for safety, security, or traffic guidance.

19. VEHICLE PARKING AND EQUIPMENT: No vehicles shall be stored or parked within the subdivision on a permanent basis (over 30 days) except in a closed garage. All homes in the subdivision have at least a two-car garage and many have three/four-car garages. If an owner is using all available garage space to house vehicles and still has more vehicles than garage spaces, such excess vehicles may be parked outside on driveways or designated parking spaces adjacent to homes or garages. All vehicles stored outside must be currently registered and licensed with the State and in operational condition. The intent of this restriction is to avoid residential lots from appearing as a parking lot.

Recreation vehicles to include travel trailers, horse trailers, campers, boats or motor homes and various equipment may be kept to the rear of the house if not visible from public streets or from other homes within the subdivision. Screening such items from public view with proper garaging or fencing, approved by ACC, may be satisfactory. The intent of this covenant is to prevent clutter, enhance natural appearances, maintain the subdivision as an exclusive high-quality residential area, while not unreasonably restricting property owners.

20. CLEARING OF TREES: Approval shall be obtained from the POA or ACC to cut down, clear or kill any live trees on any lot. Exceptions are dead trees, reasonable thinning of trees of four (4) inch diameter or less, and for infestation control. Lot owners agree that all the trees cleared will be disposed of in such a way that all lots, whether vacant or occupied by buildings, shall be kept free of brush, unsightly dead trees, trash, slash, or other material accumulations which may constitute a fire hazard, or render a lot unsightly. In lots where there is an excessive amount of material accumulations, owners are expected to actively reduce such accumulations. However, this shall not operate or restrict owners from storing fireplace wood in neat stacks on their lots in such a way that does not constitute a nuisance to neighboring lots. Owners are responsible for immediately removing diseased trees on their property which might contaminate or spread to adjacent trees and lots, and to meet any other Colorado State Forest Service recommendations or requirements pertaining to thinning of trees, or removal or treatment of pine beetle and mistletoe infested trees.

21. ANIMALS:

A. No animals or livestock shall be housed raised or kept for any commercial purposes. In no event shall any animals or livestock of any kind be housed, raised or kept on any lot either temporarily or permanently. Commonly accepted household pets may be kept provided they are not maintained for commercial purposes.

B. Horses: Designated horse lots are lots 1, 3-6, 17, 19, and 25 in Filing One and lots 2 and 25-29 in Filing Two. No more than two (2) horses may be kept for recreational purposes on these lots specifically covenanted to allow horses. All horses on the property

shall be kept in permanently enclosed spaces or in corral areas that are fenced with prior approval of the ACC. Horses will be kept within an ACC approved enclosure (corral, stable or barn and horse exercise runs) at all times when not being used for riding. Open grazing of horses outside such enclosures is prohibited. The reason for this restriction is that a lot will not support even one horse, and the property would become unsightly with horses grazing up to the fences with all vegetation destroyed. Further, a dust problem and erosion could be created due to a loss of vegetation. However, horses may be occasionally tethered in meadow areas. No stables, barns, corrals, exercise runs, or any other structure for the housing or feeding of horses shall be located or placed closer than one hundred (100) feet to any home, or to any adjoining lot line, or closer than one hundred fifty (150) feet to any public street. The ACC is authorized to make exceptions to lots where the foregoing setbacks are not practical. In all such cases, the location of facilities relative to other lots and appearance from other lots and public roads will be a major consideration of the ACC. County regulations pertaining to location and maintenance of stable facilities and other horse requirements, if more stringent, will pertain and over-ride these covenants.

C. Stables, barns, and corrals will be of sturdy materials and finished construction, and complementary to the design, color, construction and location of the house. Such structures may not be placed on any lot prior to the construction of a house except in cases of multiple contiguous lot ownership wherein a house has first been constructed on one of the several lots. No stable, barn or corral will be situated on the street side of any residence, except on lots that have written approval of the ACC. Barns, corrals, and horse exercise runs will not exceed a total of 35,000 square feet in size. If corral rails are staggered, rails must be at least twelve (12) feet in length, with at least sixteen (16) feet recommended. Corrals will have three (3) or more rails or be constructed of sturdy fencing to ensure retention of horses. The top rail of a corral must be a minimum of four and one half (4.5) feet above the surface of the ground. All stables, corrals, or any structure for the housing, enclosure or feeding of horses shall be first approved in writing as to location, design and color by the ACC and shall be maintained in compliance with all lawful sanitary regulations. In case of single ownership of more than one lot, then the setback restrictions of this covenant concerning horses shall apply to the parcel as a whole.

D. Dogs will not be permitted to run loose off the owner's property. When off the owner's property, dogs must be under leash control at all times. The intent is for dogs to be kept under their owner's control when outside and not present a threat to others or become a nuisance by excessive barking. When walking dogs along public streets, on trails, or along private property, owners are responsible to remove their dog's poop and dispose of it on their own property. Outside dog fences must be approved by the ACC

prior to construction. Kennels for the commercial raising, breeding and boarding of animals are prohibited.

22. FENCES AND ANTENNAS:

A. Fences – All Lots other than Horse Lots. All fencing shall be split-rail, similar to western style, four or five feet tall. All fencing must be at least 25 feet from the front lot lines and 10 feet from all side and rear lot lines. All forms of wire fencing, including but not limited to smooth wire, barbed wire, chain link, welded wire, woven wire, and chicken wire are strictly prohibited anywhere within the subdivision, including corral enclosures. However, subject to ACC approval, low visibility woven/mesh wire fencing may be attached to the inside of wooden fencing to contain dogs. The POA will not be responsible for or defend adverse possession suits based on external boundary differences between lots. All fences must be approved, in writing by the ACC prior to erection, and all fencing is subject to the restrictions as set forth in the plat. No temporary fencing may be erected without approval of the ACC.

B. Fences – Horse Lots. All fencing shall be split-rail, similar to western style four or five feet tall. All fencing must conform to the same setback requirements as for structures, that is, not closer than one hundred feet (100) from all front lot lines and fifty feet (50) from all side and rear lot lines. All forms of wire fencing, including, but not limited to smooth wire, barbed wire, chain link, welded wire and chicken wire are strictly prohibited anywhere within the subdivision, including corral enclosures. The POA will not be responsible for or defend adverse possession suits based on external boundary differences between lots. All fences must be approved, in writing by the ACC prior to erection, and all fencing is subject to the restrictions as set forth in the plat. No temporary fencing may be erected without approval of the ACC.

C. Antenna. Attic antennas inside the house (as opposed to outdoor roof antennas) are effective, are less vulnerable to damage and are encouraged, tall or otherwise prominent and visible antennas are prohibited.

23. FIREARMS: No hunting of any kind nor the discharge of firearms are permitted in Sylvan Meadows.

24. NOXIOUS VEHICLES AND NOISE: No motorized trail bikes, dirt bikes, motorcycles, all-terrain vehicles, snowmobiles or other such noise polluting vehicles will be operated within the Sylvan Meadows subdivision. But, UTVs and ATVs may be used as a work vehicle on an owner's property for such purposes as plowing snow, forestry work and general outdoor work. If any such vehicle as listed here is licensed and registered with the State (street legal) they may be

operated on public roads by licensed drivers. 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.

25. MARIJUANA: Any growing, cultivating, assembling, manufacture, distribution, or sale of marijuana or any substance which is related to marijuana or which is illegal under Federal, State or Local laws is strictly prohibited on any Lot or within the Association. This prohibition shall apply to all Owners, tenants, occupants or other persons on any Lots within the Association.

26. SINGLE FAMILY RESIDENTIAL USE: All Lots and Buildings in the Association shall be used for single family residential purposes only and any business, commercial use or other activity conducted for gain, except for home occupation businesses allowed pursuant to applicable laws are prohibited. The Owners of Lots within the Association wish to further clarify the commercial or non-single family residential uses which are prohibited, in addition to other prohibitions of the Declaration; those prohibited uses include, without limitation, any of the following prohibited uses:

- (i) any boarding house, dormitory, bed and breakfast, group home, nursing home, halfway house, drug rehabilitation house, medical treatment house, human services home, shelter or facility, hospice, healthcare support facility, duplex, apartments, hotel, or motel;
- (ii) any use involving the raising, training, veterinary care or kenneling of any animals for commercial purposes;
- (iii) any use involving the manufacture, distribution or sale of any product for retail or wholesale purposes, including without limitation, any warehouse or self-storage, any repair, storage, display, rental or sale of automobiles, boats, other vehicles or equipment, building supplies or construction materials;
- (iv) any use involving the provision of any retail service operation, including without limitation, repair shop, beauty shop, gym, school, daycare, preschool, student housing, massage parlor, outdoor ATV trails, outdoor shooting range, trucking, hauling, taxi, landscaping, catering, food service, or any other similar service which operates or advertises as a business or commercial service available to the general public;
- (v) any other commercial type or non-residential use which generates unreasonable traffic, noise, odors, or nuisance or unreasonable annoyance to Owners or which violates any Federal, State or Local law or regulation or any use which the Board in its reasonable discretion determines is a commercial or non-single family residential use in violation of this Section.

These prohibitions shall apply to all Owners, tenants, occupants or other persons on any Lots within the Association.

27. LEASING AND/OR RENTAL: Any rental of a Structure, Lot or any portion thereof in the Association, including without limitation, Airbnb or VRBO, for a term of less than one year are prohibited. Any lease agreement between an Owner and a tenant shall provide that the term of such lease shall be subject in all respects to the provision of this Declaration and the Articles of Incorporation and Bylaws of the Association, and that any failure by the tenant to comply with the terms and provisions of such documents shall be a default under the lease. Further, all leases shall be in writing, and a copy thereof shall be provided to the Board, which may require the use of its approved lease form or the insertion of particular provisions. Owners will attach a copy of the Bylaws, Declarations and Association Rules and Regulations to all leases. Failure to provide these documents prior to signing a lease may subject the Owner to a One Hundred Dollars (\$100.00) fine. After notice and an opportunity for hearing, the Board may require an Owner to evict any tenant who has repeatedly violated any provision of the Declaration, the Articles of Incorporation, the Bylaws or Rules adopted by the Association. No timesharing or such other forms of interval ownership shall be permitted.

These prohibitions shall apply to all Owners, tenants, occupants or other persons on any Lots within the Association.

28. UTILITIES: All utility lines, including service lines of whatsoever kind or nature, shall, to the extent deemed feasible, be underground to all lots within Sylvan Meadows, excepting that existing poles and lines may not be removed or placed underground. Each lot owner is responsible for all service to their individual lot from the point of access. All such services lines shall be underground.

29. TERMS OF COVENANTS: These covenants and restrictions are to run with the land and shall remain In full force and effect for twenty five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a simple majority of the then owners of the lots has been recorded, changing said covenants in whole or part; however, covenants may be amended at any time by a two-thirds (67%) majority vote of all property owners (one vote per lot). All changes will be formally recorded in El Paso County.

30. ENFORCEMENTS: Enforcement may 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. The POA, the ACC, or any individual lot owner may act to enforce these covenants. The POA or ACC, acting together or separately, or through authorized agents or employees, further reserves the right, whenever there shall have been an apparent violation of one or more of the provisions of these covenants, to institute fines, after notice and an opportunity for a hearing on the violation, and may also enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. Property owners in Sylvan Meadows expressly agree to abide by injunctions without necessity of bond, in order to simplify judicial proceedings to remedy covenant violations. In addition, if action is necessary to prohibit

a covenant violation and a violation is established, the violator(s) shall pay all costs of the enforcement proceeding, including attorney fees. The failure to enforce any right, reservation, restriction, or condition contained herein however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a break occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

31. WATER SUPPLY PLAN FOR 55 OF THE 57 LOTS IN THE DEVELOPMENT:

A. Each lot owner will be conveyed 0.56 acre-feet per year of Dawson aquifer groundwater to be withdrawn over a period of 300 years, and to be permitted pursuant to the replacement plan as described in the Findings and Order of the Colorado Groundwater Commission dated January 30, 1998, as recorded at Reception # 098021539 of the records of El Paso County, Colorado.

B. Each individual lot owner will be responsible for obtaining a will permit for the drilling of an individual Dawson aquifer well to serve their individual lot. The wells must be constructed to withdraw water from only the Dawson aquifer and said wells shall not exceed a depth of approximately 695 below ground surface or the bottom of the Dawson aquifer, whichever comes first. The wells must have plain, non-perforated casing installed and sealed from the ground surface to at least 100 feet below the ground.

C. Each individual well shall have a maximum pumping rate of 15 gallons per minute and shall be limited to an annual amount of 0.56 acre-feet for residential use in one single-family dwelling, irrigation of no more than 4,000 square feet of lawn and garden, and the watering of up to 2 horses, as described in Paragraph 21. Each lot will utilize a non-evaporative septic system.

D. Each well shall be marked by the individual lot owner, with their permit number and the name of the producing aquifer (Dawson).

E. Totalizing flow meters shall be installed on each well and maintained in good working by the individual lot owner. Annual diversion records shall be maintained by the individual lot owners and submitted to the POA by October 31st of each year for the amounts withdrawn within the previous calendar year. Failure to provide said accounting by the individual lot owners may result in penalties or additional assessments by the POA or curtailment of the well by the Colorado Division of Water Resources.

F. The POA shall be responsible for the accounting and replacement requirements under the replacement plan as described in the Findings and Order previously referenced. Said requirements include the following:

(1) An annual summary of the withdrawals during the previous calendar year shall be provided to the Colorado Groundwater Commission via the Colorado Division of Water Resources no later than February 15th of each year on an accounting form acceptable to the Commission. Said summary will include the number of wells operating, estimated area irrigated on each lot, and number of horses watered by each well.

(2) The POA shall be conveyed 1.5 acre-feet per year and 150 acre-feet total of water owned by the Northgate Company. This water is the source of replacement pursuant to the Findings and Order. Beginning in the 19th year after pumping begins, the POA is responsible for providing said replacement water to the place of discharge in the alluvium of the West Fork of Black Squirrel Creek, at a point where Meridian Road crosses the West Fork of Black Squirrel Creek, annually and pursuant to the replacement amounts as referenced on Exhibit C of the Findings and Order. Failure to provide replacement water at the discharge point may result in curtailment of all the wells until such time as said replacement water is provided to the stream system.

(3) The POA shall notify the Colorado Groundwater Commission at least two weeks prior to replacement.

32. **ENFORCEMENT COSTS:** These covenants are for the benefit of the owners, jointly and severally, and the ACC may enforce same and may be enforced by action for damages, suit for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy. All costs, including reasonable attorneys' and expert fees, incurred by the POA or ACC in connection with any covenant violation shall be paid by the party determined to have violated these covenants. If legal action is required to be taken, any party exercising its right to enforce these covenants shall not be required to post any bond as a condition to the granting of any restraining order, temporary or permanent injunction or other order. The rights and remedies for the enforcement of these covenants shall be cumulative, and the exercise of any one or more of such rights and remedies shall not preclude the exercise of any of the others.

33. **SEVERABILITY:** If any of these covenants shall be held invalid or become unenforceable, the other covenants shall not be affected or impaired but shall remain in full force and effect.

34. ACTION IN WRITING: Notices, approval, consents, applications and other action 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.

35. NOTICES: Any writing described in Section 37, including but not limited to any communication from the Approving Authority to an owner, shall be sufficiently served if delivered by mail or otherwise: (a) to the dwelling situated on the lot owned by the owner to the Approving Authority and if the owner has not furnished an address, then to the most recent address of which the Approving Authority has a record.

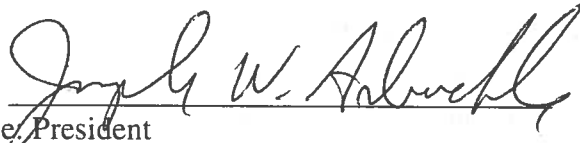
36. RULES: Notwithstanding any provision of the Declaration, the Association's Board may adopt Rules and Regulations to enforce, define, implement or clarify any provision of the Declaration, and any such Rule shall be deemed to be incorporated herein and conclusively presumed to be valid and binding on all Owners and other persons.

37. CCIOA EXEMPT: The POA is exempt from the provisions of the Colorado Common Interest Ownership Act (C.R.S. § 38-33.3-101, et seq. (the "CCIOA")) pursuant to the provisions of C.R.S. § 38-33.3-116 which exempt planned communities from the provisions of CCIOA if the annual average common expenses, exclusive of optional user fees and any insurance premiums paid by the POA, for each Lot does not exceed the amount set forth in C.R.S. § 38-33.3-116. The limitation on annual average common expenses has been incorporated in Section 10 of this Declaration.

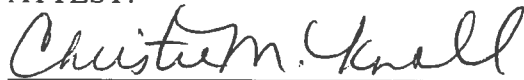
IN WITNESS WHEREOF, the President and Secretary have executed and have caused this Amendment to be recorded, and hereby certify that the requisite approvals have been obtained to it.

SYLVAN MEADOWS PROPERTY OWNERS
ASSOCIATION, INC.,

a Colorado nonprofit corporation

By: 
Title: President

ATTEST:


Secretary

STATE OF COLORADO)

COUNTY OF EL PASO) ss.

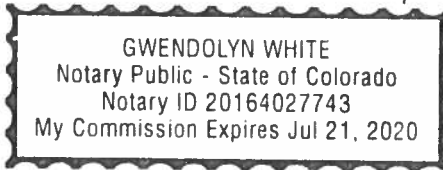
Sylvan Meadows Property Owners Association (SMPOA) *SM POA*
Amended and Restated Declaration of Protective Covenants Sylvan Meadows *just*

The foregoing instrument was acknowledged before me this 23 day of April, 2019, by Joseph W Arbuckle as President of Sylvan Meadows Property Owners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

Gwendolyn White
Notary Public
My commission expires: 7/21/2020

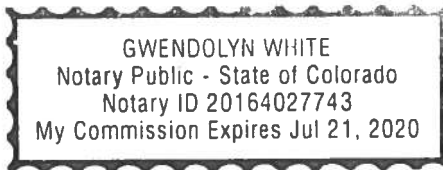
STATE OF COLORADO)
COUNTY OF EL PASO) ss.



The foregoing instrument was acknowledged before me this 23 day of April, 2019, by Christie M. Knoll as Secretary of Sylvan Meadows Property Owners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

Gwendolyn White
Notary Public
My commission expires: 7/21/2020



**CERTIFICATE OF AMENDMENT AND RESTATEMENT OF THE DECLARATION OF
PROTECTIVE COVENANTS SYLVAN MEADOWS**

NOTICE IS HEREBY GIVEN that the Sylvan Meadows Property Owners Association, Inc. (the "Association") has amended and restated its Declaration of Protective Covenants Sylvan Meadows on April 29, 1999 at Reception No. 099067615 of the real property records of El Paso County, Colorado (hereinafter called the "Declaration"). This Certificate is attached to the Amended and Restated Declaration of Protective Covenants Sylvan Meadows, which is hereby certified by the Association's President as follows: (a) this Amended and Restated Declaration of Protective Covenants Sylvan Meadows has been duly approved, executed, recorded and certified on behalf of the Association by the President of the Association; and (b) this Amended and Restated Declaration of Protective Covenants Sylvan Meadows has been approved by Owners of at least two-third's (2/3's) of the property owners in the Association.

IN WITNESS WHEREOF, this Certificate has been executed on behalf of the Association on the date shown below.

SYLVAN MEADOWS PROPERTY OWNERS
ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: *Joseph W. Arbuckle*
Title: President

ATTEST:

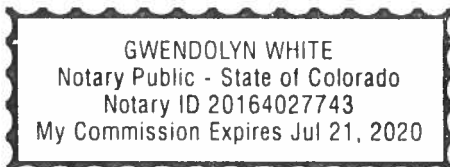
Christie M. Knoll
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 23 day of April, 2019, by Joseph W Arbuckle as President of Sylvan Meadows Property Owners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

{SEAL}



Gwendolyn White
Notary Public
My Commission Expires: 7/21/2020