

## **BANNOCKBURN PROTECTIVE COVENANTS**

This instrument contains the effective Protective Covenants of Bannockburn, Filings 1 through 6, inclusive, Douglas County, Colorado.

### **ARTICLE I – PURPOSE OF THE COVENANTS**

1. **General Requirements.** It is the intention of the Bannockburn Homeowners Association, expressed by its execution of this instrument, that the lands shall be developed and maintained as a highly desirable rural residential area. It is the purpose of these covenants that the present natural beauty, growth, native setting and surroundings shall be protected insofar as possible in connection with the uses and structures permitted by this instrument.

### **ARTICLE II – DEFINITIONS**

1. **Bannockburn.** The word "Bannockburn" as used herein shall mean the lands included within the Bannockburn Subdivision, Filings 1 through 6, according to the plat thereof filed for record in the records of the Clerk and Recorder of Douglas County, Colorado.
2. **Residential Lots.** All of the subdivision lots designated on Filings 1 through 6, inclusive, recorded plat of the subdivision by block and lot number shall be residential tracts (hereinafter "Residential Lots").
3. **Owners.** All persons or associations who own or acquire title in fee simple to any of the Residential Lots within Bannockburn, whether held in single, joint or common ownership and by whatever means acquired, shall be an "Owner".
4. **Resident Owners.** All Owners whose principal place of residence is in Bannockburn shall be a "Resident Owner".
5. **Bannockburn Homeowners Association.** The Bannockburn Homeowners Association, Inc. (hereinafter called the "Bannockburn Homeowners Association") is a Colorado corporation, not-for-profit, formed in accordance with the Articles of Incorporation filed with the Colorado Secretary of State.

### **ARTICLE III – BANNOCKBURN HOMEOWNERS ASSOCIATION FILINGS 1 - 6**

1. **Membership in Bannockburn Homeowners Association.** All persons or associations who own or acquire title in fee simple to any of the residential lots within Bannockburn, by whatever means acquired, shall automatically become a "Member" of Bannockburn Homeowners Association and shall be required to pay, by March 31 of each year, annual dues in the amount of twenty-five dollars (\$25.00) or in such amount as may be determined from time to time by the Bannockburn Homeowners Association at an annual or special meeting.
2. **Voting.** Only Bannockburn Homeowners Association members who are Resident Owners, as defined above, shall be entitled to vote on matters related to these covenants. Each Resident Owner shall be entitled to a single vote.

### **ARTICLE IV – ENVIRONMENTAL COMMITTEE AND PROCEDURES**

1. **Environmental Committee.** The Committee shall mean the Board of Directors of Bannockburn Homeowners Association as said Board of Directors is presently constituted and shall be constituted from time to time in the future. Said Committee shall have and exercise all the powers, duties and responsibilities set forth in this instrument.
2. **Variations.** Requests for a variance to the Bannockburn Protective Covenants may be made by submitting a copy of the request to the Environmental Committee by the second Wednesday of the month. The Environmental Committee, upon agreement of the majority of its members, may propose

to accept the request for variance. Notice of the proposed variance must be mailed to each Resident Owner by the fourth Wednesday of the month. Resident Owners shall have until the second Wednesday of the following month to respond to the proposed variance. If fifteen (15) Resident Owners present written objection to the proposal to the Environmental Committee in that period, the variance shall not be approved unless and until subsequent approval of the variance by a two-thirds (2/3) vote of all Resident Owners at an annual or special meeting of the Bannockburn Homeowners Association.

A.) An approval of any variance shall not be constituted as a change of covenants or requirements and will not be interpreted as establishing a precedent for any future consideration.

B.) The Environmental Committee has full authority to approve or deny any variance strictly on purely aesthetic grounds based solely on their judgment.

C.) The Environmental Committee shall record the reasons for approval or disapproval of all requests for variance. These written records shall be permanently retained as required by paragraph 6 of this article.

3. General Requirements. The Environmental Committee shall require that all construction, landscape improvements and alterations within Bannockburn be complementary to the natural surroundings. The Committee shall protect the seclusion of each home from others insofar as possible.
4. Preliminary Approvals. Persons or associations who anticipate constructing improvements within Bannockburn, owning land in Bannockburn, or who contemplate the purchase of land, may submit a preliminary design of improvements to the Environmental Committee for informal review until final design plans are submitted and approved or disapproved.
5. Environmental Committee Not Liable. The Environmental Committee shall not be liable in damages to any person or association submitting any plans for approval or to any Owner or Owners of lands within Bannockburn by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring the title to property in Bannockburn, or any person or association submitting plans to the Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Committee or committee members as individuals, advisors, employees, agents or developers.
6. Written Records. The Environmental Committee shall keep written records for a period five (5) years of all applications, architectural plans, decisions and reasons for decisions, copies of notices sent to homeowners and homeowners responses, and other documents submitted to or generated by the Committee; and of all other actions taken by the Committee under the provisions of this instrument. In addition, all variances granted shall be filed with the Douglas County Clerk and Recorder.

#### **ARTICLE V – GENERAL RESTRICTIONS ON ALL LOTS AND TRACTS**

1. Zoning Regulations. No land within Bannockburn shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Douglas County, Colorado.
2. Signs. Commercial signage shall be limited to two "For Rent" or "For Sale" signs. No other permanent commercial signage shall be permitted.
3. Animals. The following list of animals may be maintained on each residential lot subject to the conditions of this Section. A combined total of all animals, except chickens and household pets, shall be limited to five. Non-conforming Resident Homeowners, who currently have more than five horses, shall be permitted (grandfathered) to retain their total number of horses until the sale, death or removal of the existing horses, but may not replace, or add to, the existing number of horses, with horses or with any other allowed animal, unless the combined maximum number of allowed animals (excluding chickens) does not exceed a total of five. Under no circumstances will any commercial breeding or raising of animals be allowed. All animals will remain under control of their owners and will not be allowed to run at large or constitute a nuisance to other landowners.

A.) The following animal shall be allowed: Domesticated Donkeys.

- B.) The following animal shall be allowed: Domesticated Alpacas.
  - C.) The following animal shall be allowed: Horses.
  - D.) Domesticated Chickens. Chickens shall not exceed the maximum number of ten, provided adequate shelter is provided and built according to the Bannockburn Protective Covenants. No Roosters shall be permitted. No other fowl shall be permitted.
  - E.) The allowed animals may be kept on any lot provided said animals are kept in a corral not larger than 3000 square feet and are provided with supplementary feed.
  - F.) One Beef animal shall remain as an allowed animal.
4. No Resubdivision. No tract described on the recorded plat shall be resubdivided.
  5. Refuse and Rubbish. Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. No tract or easement shall be used or maintained as a dumping ground for rubbish. No trash, litter or junk shall be permitted to remain exposed or visible from public roads or adjoining or nearby Residential Lots. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate. Burning of trash will not be permitted. Animal-proof trash containers may be placed at the driveway entrance no sooner than the evening before the day of pickup and shall be removed on the day of pickup. Trash containers which are not animal-proof may be placed at the driveway entrance no sooner than the day of pickup and shall be removed on the day of pickup.
  6. Underground Utility Lines. All utility lines, water, gas, telephone lines, electricity lines, etc. within the limits of Bannockburn must be underground and may not be above ground, except transformers, meters or light standards.
  7. Garden. A family garden not to exceed 2500 sq. ft. is permissible; no additional ground to be used for farming purposes.
  8. Fencing. All fencing must be of new construction.

All fences within 25 feet or less on road frontages, must be one of the following materials:

- A.) Stone.
- B.) Split rail (wooden) with either two or three rails, and a maximum post spacing of ten feet.
- C.) Post and pole (wooden), including doveled post and pole construction, with either two or three poles. Poles must have a nominal diameter or thickness a minimum of three inches or greater and posts must have a nominal diameter or thickness a minimum of four inches or greater. Maximum post spacing shall be ten feet.
- D.) Post and rail (wooden) with either two or three rails. Rails must have a nominal thickness of two inches or greater and a nominal width of six inches or greater. Posts must have a minimum diameter or thickness of four inches. Maximum post spacing shall be eight feet for rails less than eight inches wide and ten feet for rails with a minimum width of eight inches or more.
- E.) White or earth toned/natural colored Vinyl Ranch Style fencing with posts and rails to be of rigid construction and two, three or four rails that are separated and independent between posts. Plastic tension strip fencing and privacy fencing are prohibited.

Privacy fencing is prohibited within 25 feet or less along road frontages. Privacy fencing is defined as higher than four feet tall, and/or more than 4 rails.

Fencing within 25 feet or less from other Residential Lot boundaries must be one of the following:

- A.) A type of fence approved for fences on road frontage as described above.
- B.) Woven wire with a maximum post spacing of sixteen feet (one rod).
- C.) Barbless wire with a minimum of four strands and a maximum post spacing of sixteen feet (one rod).

No electrical fences will be permitted unless attached to the inside of an otherwise approved fence.

9. Vehicles. All motorized vehicles are specifically excluded from Bannockburn unless mufflers in good working order are attached to the exhaust systems. All vehicles are to be confined to subdivision roads and Owner's lots only.
10. Businesses. No commercial businesses of any kind shall be permitted in Bannockburn except those defined as Class I or Class 2 Home Occupations by Douglas County Zoning Resolution, Part II, Section 23, dated October 13, 1993 (10/13/92).

#### **ARTICLE VI – RESTRICTIONS ON RESIDENTIAL TRACTS**

1. Approvals. Whether or not provision therefore is specifically stated in any conveyance of acceptance of title thereto or by taking possession, the Owner covenants and agrees that no building, wall, swimming pool, aerial, antenna, or other structure shall be placed upon said tract unless and until the plans and specifications and the plot plans have been approved in writing by the Environmental Committee. Each such building, wall, swimming pool, aerial, antenna, or other structure shall be placed on the premises only in accordance with the plans and specifications and plot so approved.

Refusal or approval of plans and specifications by the Environmental Committee may be based upon grounds, including purely aesthetic grounds, which in its sole discretion the Committee shall deem sufficient. No alteration in the exterior appearance of a building or structure shall be made without approval.

Should the Environmental Committee fail to approve or disapprove the plans and specifications submitted to it by the Owner of a tract or tracts within the subdivision within Thirty (30) days after written request, then such approval shall not be required, provided, however, that no building or other structure shall be erected or be allowed to remain in any tract which violates any of the covenants or restrictions herein contained. The issuance of a building permit or license, which may be in contravention of these protective covenants, shall not prevent the Environmental Committee from enforcing these provisions.

2. Number of Buildings. One detached single-family dwelling and two other out buildings shall be permitted on each lot.
3. Out Buildings. All buildings on a Residential Lot shall be complementary in appearance but need not be of identical construction or materials. Total combined ground level square footage of out buildings may not exceed 3000 square feet.
4. Dwelling House to be Constructed First. Construction of the dwelling shall begin before construction of out buildings on the same lot. Construction of each building shall be completed within twelve (12) months of the date of the Douglas County building permit. The exterior construction of all buildings must be completed, including treating and painting of wood, before occupancy.
5. Dwelling Size. For new construction in filings 1 through 6 (1-6), the ground or main floor area of each dwelling, exclusive of porches and garages, shall not be less than 2000 square feet for one story. If there is one and one-half (1 & 1/2) or more stories to the homes, the total floor space, exclusive of basement, porches, and garages must be not less than 2400 square feet.
6. Building Location. Building locations and any other improvement locations on a tract shall be approved by the Environmental Committee so as no neighboring site will be interfered with as to view of mountains or other prime views wherever possible. All dwellings will be set back at least 100 feet from all property lines. Out buildings shall be set back a minimum of 25 feet from all property lines and a minimum of 50 feet from road frontages.
7. Tract Landscape Development. All disturbed (bare) ground shall be reseeded with grass within one (1) year from beginning of construction.
8. Clotheslines and Exterior Tanks. No property Owner shall place upon his premises clotheslines, swimming pool filter tanks, fuel tanks, or the like which may be visible from the street. All tanks must

be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining tracts. Protective enclosures to screen the above must be approved by the Committee as a part of the improvements to be located on the property.

9. Temporary Structures. No temporary house, trailer or pre-fabricated home shall be allowed on any residential tract. No dwelling shall be occupied in any manner prior to its completion per specifications or plans approved by the Environmental Committee. Outside storage of recreational vehicles owned by Bannockburn residents is permitted on resident's lot.
10. Exterior Lighting. No exterior lighting shall be permitted wherein any direct lighting or glare falls beyond the lot line.
11. Off-Street Parking. Each dwelling shall be constructed with adequate off-street parking area for at least two (2) automobiles per residence. No parking shall be allowed within the road right-of-way.
12. Foundation Exposure. No more than twelve inches of foundation cinderblock or concrete shall be exposed.
13. Construction. Only new construction will be allowed (no used buildings of any type). Pre-fabricated buildings are not permitted. In the case of additions or repairs to existing dwellings or buildings, the roofing and siding exterior finish materials may match pre-existing materials for conformity, regardless of whether or not such materials are permitted for new construction. Non-conforming roofing and exterior finish materials used and in place on dwellings and buildings completed before 12/1/94 shall be permitted (grandfathered) for use on those dwellings and buildings only.

The use of Cedar wood shake shingles is prohibited for all new construction and the re-roofing of existing dwellings and outbuildings. Existing dwellings and outbuildings as of September 18, 2012 utilizing cedar wood shake roof shingles is a permitted covering. However if a change in covering occurs, a different and acceptable shingle will be required.

Roofing on all dwellings must be one of the following materials:

- A.) Slate, ceramic or cement tile shingles
- B.) Laminated three-dimensional asphalt or asphalt/fiberglass shingles provided that they have a minimum 30-year warranty from the manufacturer. For aesthetic reasons, standard "three-tab" and interlocking "T" shingles are prohibited regardless of weight or warranty.
- C.) Classic rib metal roofing panels made from steel with a minimum thickness of 26 gauge. Panels shall have ¾" trapezoidal ribs on 9" centers. Panels shall be protected by coatings and paint. Metal roofing panels will have a minimum forty (40) year manufacturer warranty covering material and paint.

Exterior finish siding on all dwellings must be one of the following materials:

- A.) Brick
- B.) Natural redwood or cedar wood boards with a width not exceeding twelve inches (12").
- C.) Natural stone
- D.) Natural wood logs
- E.) Manmade (pre-cast) rock or stone veneer products made with portland cement and having a natural stone appearance.

The following construction materials were adopted April 11, 2001, by sixty-six and two-thirds percent of the Resident Owners:

- F.) Fiber-cement lap siding with a minimum 25 year manufacturer's warranty, a minimum thickness of 5/16" and a minimum weight of 2.3 lbs. per square.
- G.) Vinyl lap siding with a minimum thickness of .042", a minimum of ½" profile, a low gloss with color clear through, and a minimum 25 year warranty.

H.) Traditional cement based stucco.

Roofing on all out buildings must be one of the following materials:

A.) A material approved for dwellings

Exterior finish siding on all out buildings must be one of the following materials:

B.) A material approved for dwellings

14. Fireplaces, Chimneys, Barbecues. All fireplaces, chimneys, and barbecues shall be equipped and maintained with spark arresting screens.

15. Driveways. Culverts shall be a minimum of 15 inches in diameter or that allowed for merging driveways into County approved roads and across road barrow pits.

16. Natural Gas. Intentionally left blank.

17. Land Uses. No improvements nor any noxious activity shall be permitted on any residential lot which is or might become a nuisance to adjoining residential tracts. Also, no open fires will be permitted and no hunting will be permitted within Bannockburn Subdivision. No discharging of firearms of any kind except for defense of family or property shall be allowed in Bannockburn.

18. Single Family Dwellings. Multiple family dwellings and multiple families living under one roof are expressly forbidden.

19. Commercial Vehicle. No commercial type vehicles, buses or trucks, excepting vehicles commonly known as pick-up trucks, shall be stored or parked on any lot.

#### **ARTICLE VII – RESTRICTIONS ON COMMON OPEN AREAS AND COMMUNITY TRACTS**

1. Improvements. Improvements may be constructed and allowed on common areas provided that such improvements are approved by sixty-six and two-thirds percent (66 2/3%) of the Resident Owners.
2. Common Area Landscape Development. Native trees or brush growing on common areas shall not be removed, cleared nor native rocks removed, or extensive grading be performed on any common area unless first approved in writing by the Environmental Committee.
3. Exterior Lighting. Intentionally left blank.
4. Leasing of Common Area. No part of the common area may ever be leased to any person or association other than the Bannockburn Homeowners Association.

#### **ARTICLE VIII - EASEMENTS**

1. No Easements on Private Land. The Bannockburn Homeowners Association hereby forfeits all rights and claims to any easements on private property previously granted to or claimed by the Bannockburn Homeowners Association and returns all such rights to title respective property Owners.
2. Irrigation and Drainage Easements and Rights of Way. Intentionally left blank.
3. Easements on Common Area for Private Roads or Lanes. Bannockburn Homeowners Association hereby reserves to itself, its successors and assigns, perpetual easements across all common areas in the Bannockburn Subdivision. Private roads or lanes shall not be constructed or used without the prior written permission of the Environmental Committee.

#### **ARTICLE IX – ENFORCEMENT**

1. Enforcement Actions. The Bannockburn Homeowners Association shall, on behalf of itself and all or part of the Bannockburn land owners, have the right to prosecute any action, to enforce the provisions of all covenants by injunctive relief, and to recover reasonable attorney fees, court costs and other costs as may be allowed by law. In addition, each land Owner shall have the right to prosecute for injunctive

relief, to recover damages actual and punitive and to recover reasonable attorney fees, court costs and other costs, as may be allowed by law, by reason of any covenant violation.

2. Limitations on Actions. In the event any construction, alteration or site landscape work is commenced upon any portion of Bannockburn in violation of these covenants and no action is commenced within one hundred eighty (180) days thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but an action for damages shall still be available to any party aggrieved. Said 180 day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

#### **ARTICLE X – GENERAL PROVISIONS**

1. Prior Amendments. This document supersedes all previous versions of the Bannockburn Protective Covenants and amendments thereto for Bannockburn Subdivision filings one through six (1-6).
2. Severability. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.
3. Effect and Duration of Covenants. The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in Bannockburn, and each Owner of property therein, his successors, representatives and assigns and shall continue in full force and effect until December 31, 1999, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each, unless amended as provided below.
4. Amendment. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of sixty-six and two-thirds percent (66 2/3%) of the Resident Owners of the privately owned land included within the boundaries of Bannockburn, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Douglas County, Colorado.
5. Manner of Voting. Voting on matters related to these Covenants shall be done in person or by written proxy at an annual or special meeting of the Bannockburn Homeowners Association at which a quorum is present, provided that only Resident Owners shall be eligible and permitted to vote. No proxy shall be valid after eleven months from its date of execution.

Any vote which would normally be conducted at an annual or special meeting of the Bannockburn Homeowners Association may also be conducted by written ballot through the United States Postal Service. In order to utilize a written ballot in lieu of a meeting, the matter or resolution to be considered shall be described in a written ballot and shall be personally delivered or mailed by the Secretary of the Corporation to each Resident Owner by first-class United States mail, postage prepaid, addressed to such Resident Owner at the mailing address registered by such Resident Owner with the Secretary of the Corporation or, if no address has been so registered, then to the address for the Residential Lot owned by such Resident Owner. The Resident Owners shall have 21 days from the date of delivery or deposit into the United States mail system, whichever first occurs, within which to return such ballot to the Secretary of the Corporation evidencing such Resident Owners vote in favor or against the matter or resolution proposed.

Only such ballots as are executed by Resident Owners and are actually received by the Secretary within such 21-day time period shall be valid and counted. The Environmental Committee shall have the sole authority to determine if a ballot has been properly executed and timely voted, and the decision of the Environmental Committee shall be final and binding, not subject to contest.