

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
OF
ROSEWOOD HILLS
TELLER COUNTY, COLORADO

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF ROSEWOOD HILLS (the "Covenants") is made this 15 day of September, 2020, by the Rosewood Hills Property and Homeowners Association, a Colorado nonprofit corporation (the "Association") upon certification that Owners constituting at least 51% of all Owners of Lots within the Rosewood Hills subdivision ("Rosewood Hills" or the "Community") have approved these Covenants.

These Covenants are intended to amend and completely restate the Declaration of Protective Covenants of Rosewood Hills recorded on July 6, 1971 at Reception No. 210672, Drawer 5, Cards 68A, 68B, 69A and 69B; on August 24, 1971 at Reception No. 211466, Drawer S, Card 757; as amended on December 19, 1991, at Reception No. 0391720 in Book 584 at Page 320, and as amended on November 16, 2004 at Reception No. 573659, records of Teller County, Colorado (collectively, the "Old Covenants").

Pursuant to Section 18 of the Old Covenants, the Board of Directors ("Board") of the Association has the authority to initiate an amendment to the Covenants. Upon initiation of an amendment, a majority of Lot Owners casting written ballots may approve an amendment to the Covenants.

The Association desires to protect and preserve the present and future values and general quality of life within Rosewood Hills and believes it necessary and proper to place the following covenants and restrictions on Rosewood Hills for the mutual protection and benefit of present and future owners of Lots within Rosewood Hills.

The undersigned President and Secretary of the Association certify that at least 51% of all Lot Owners within Rosewood Hills have approved the Covenants.

Rosewood Hills is a preexisting common interest community under the Colorado Common Interest Ownership Act (the "Act") and has not elected to become subject to the Act pursuant to C.R.S. §38-33.3-118. Consequently, only those provisions of the Act set forth in C.R.S. §38-33.3-117 will apply to Rosewood Hills.

117 will apply to Rosewood Hills.

NOW, THEREFORE, all of Rosewood Hills, with all appurtenances, facilities and improvements, shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated, encumbered, liened, and conveyed subject to the following easements, reservations, uses, limitations, obligations, restrictions, covenants, provisions and conditions, all of which shall run with the land and be binding on and inure to the benefit of all persons or parties having any right, title or interest in all or any part of Rosewood Hills, and their heirs, successors and assigns.

1. PROTECTIVE COVENANTS

- A. Purpose. To ensure, through reasonable architectural control of building design, placement and construction and the enforcement of all of the following Covenants, that Rosewood Hills shall continue as an exclusive, attractive, residential community and to uphold and enhance property values.
- B. Covenant Approval. Covenant requests shall be considered for approval by the Board of Directors.
- C. Procedure. The First Vice-President shall represent the Board in Covenant considerations. All requests to the Board will be in writing to the First Vice-President and received by the last day of the month. The Board will approve or disapprove the request at the next Board Meeting. All correspondence relative to building or any Covenant consideration should be addressed to Rosewood Hills Property and Home Owners Association, Inc., Box 5222, Woodland Park, Colorado 80866, or placed in the mailbox in front of the water storage lot at 165 Summit Road. Building plans and specifications must be submitted to the Board in the same manner. Any request submitted to the Board may be made public by posting a notice on the neighborhood bulletin board.

Each request must contain the following:

- Three (3) copies of the request for Board members (except for new home construction- one copy is sufficient)
- Drawings, showing dimensions and proximity to existing structures and property lines

For new home constructions, submission of 1 site plan with 4 elevations. Upon issuance of a building permit, a set of architectural drawings shall be submitted to the Board.

- Detailed descriptions of material to be used, including color and texture if applicable

The applicant will identify any trees to be removed as part of the construction with brightly colored tape.

- A statement regarding whether the homeowner or private contractors will complete the work
- Certification that necessary building permits (if required) will be obtained
- Expected date of completion

All Owners submitting requests for Board approval are encouraged to attend the appropriate Board meeting to provide additional details concerning their project. Requests may be approved or disapproved by majority vote of the Board. The Owner will be informed of the Board's decision within 72 hours of the meeting. If the request is denied, a letter will also be forwarded to the Owner stating the reason for denial.

D. Authority. The Board shall have the authority and right to enforce these Covenants by proceedings at law or in equity against any person or persons violating or attempting to violate the same. The Board or any Owner shall have the right to petition the Board to seek enforcement of these Covenants. The Board shall notify the Owner of any covenant violation on that Owner's Lot in writing and highlight provide a set period of time for the Owner to correct, repair, remove or appropriately address the violation. If the Owner fails or refuses to appropriately address and correct the violation within the time provided, the Board may, in its sole discretion, enter upon the Lot to abate, remove or appropriately address the violation at the Lot Owner's expense and such entry and violation abatement or removal shall not be deemed a trespass. If the Owner fails or refuses to pay said expenses, the Board may, in its sole discretion, place a lien upon the Owner's property and/or file suit for the collection of said expenses including reasonable costs of collection, court costs and attorney's fees.

2. LAND USE. No Lot is to be used for any purpose other than residential except for Association owned properties. Only one single-family dwelling containing a minimum of 1800 finished square feet and at least a one-car garage per Lot shall be permitted. Residences existing prior to the adoption of these Covenants shall be excepted.

3. CONSTRUCTION.

- A. **General.** No structure, permanent or temporary, including, but not limited to, fences, new decks shall be erected, converted, placed, added to or altered on any Lot unless the Board has approved the construction plans in writing prior to the beginning of construction. Deck replacements that do not differ from the original shall not require prior approval. The exterior color of all structures shall be in harmony with the natural setting of Rosewood Hills. These colors would include brown or cedar tones, natural earth tones, and forest green shades, but any change from the existing colors requires Board approval. The Board may consider colors other than the shades suggested for approval. All structures built on any Lot shall conform to the Teller County Land Use Regulations in regard to setbacks and any other and all Teller County zoning and building codes.
- B. **Time.** The Board shall have up to forty-five (45) days to either approve or disapprove the proposal in writing. Failure of the Board to approve or disapprove the plans within the time specified shall constitute an automatic approval of the submitted plans. The exterior construction of any plan approved by the Board, or by default shall be completed within one (1) year from the time of approval. Requests for time extensions shall be submitted to the Board.
- C. **Temporary Buildings/Enclosed Space.** No structure of a temporary character, trailer, mobile home, modular home, basement, tent or accessory building shall be used as a residence on any Lot temporarily or permanently. Upon application, the Board may grant a permit for such use and specify the location during the construction phase of a permanent dwelling. Such permit shall be in writing with a specified time limitation.
- D. **Common project requirements.** The following common projects require approval as described in Section 1(C) prior to beginning construction. This list is not all-inclusive.
- **Fencing/Gates.** Continuous perimeter fences are prohibited. No fencing will be attached to trees (dead or live). No metal posts, barbed wire, chain link, or chicken wire will be used. The preferred fencing is split rail with, if necessary for pet retention, unobtrusive wire mesh. Any such wire mesh shall be colored in harmony with the natural surroundings.
 - **Landscaping Projects / Retaining walls.** These projects are commonly used for erosion control. All landscaping plans shall be submitted to the Board for approval.
 - **Outbuildings.** Outbuildings includes, but is not limited to, greenhouses, storage sheds, spa enclosures, or other freestanding structures. No outbuildings shall be erected or placed

upon any Lot, or be converted, added to or altered in any way without written Board approval for said outbuilding. Outbuildings will conform to standards in Section 3(A) above.

4. SUBDIVISION.

No Lot shall be further subdivided that will decrease the size of the Lot. Upon approval by the Board, two or more adjacent Lots may be joined together such that fewer Lots are created. The cost and effort to obtain County approval will be at the Owner's expense.

5. SAFETY.

A. Weapons of any kind including, but not limited to, firearms, pellet guns, BB guns, paint ball guns, bows and arrows, etc., shall not be fired or discharged within the boundaries of the Community. Hunting of any kind is prohibited.

B. Open fires within the boundaries of the Community are prohibited.

C. In accordance with Teller County policies on safe vehicular travel speeds, a speed limit of 20 MPH shall be strictly observed on all roads within Rosewood Hills. Road and weather conditions will always dictate slower speeds. Please watch for children as they walk on the roads.

6. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept within Rosewood Hills, except that dogs, cats and other household pets may be kept, provided they are not kept for any commercial purposes. All household pets are subject to the leash laws of Teller County.

- Dogs that bark or howl excessively will be subject to Teller County Animal Control.

- Animals that are allowed to roam will be subject to Teller County Animal Control.

7. GARBAGE AND REFUSE DISPOSAL. Trash, garbage and other waste will be kept in sanitary/covered containers. Use of bear-proof containers is highly recommended.

- Incinerators will not be used for the disposal of garbage, trash or other wastes within Rosewood Hills. Garbage and trash shall be disposed of by removal from the Community.

- No garbage or trash shall be dumped within the boundaries of the Community. Toxic wastes (motor oil, acids, paints, etc.) will not be dumped on property and will be disposed of according to current federal, state and local regulations.

- Outdoor pet areas must be kept clean to eliminate odors and disease. Failure to abide with regular sanitation is grounds for Teller County Animal Control notification.
- Dumpsters are not allowed for routine household use.
- Lot Owners should remove any dead or diseased trees.

8. **UTILITY EASEMENTS.** All rear and side lot lines, which coincide with the exterior boundaries of the Community, are subject to a twelve- (12) foot utility easement. All other interior, rear and side lot lines are subject to a six- (6) foot utility easement.

9. **RECREATIONAL AREA.** The Association manages a one and nine tenths (1.9) acre tract of land within Rosewood Hills. The well and part of the pond on Trout Creek are within the boundaries of this area, which is located at the end of Homestead Drive.

10. **WATER.** The Association operates and manages the water distribution system for the mutual benefit of all Lot Owners and the Association under the Water System Policies and Procedures adopted by the Board.

- Water used in Rosewood Hills is for in-house use, or firefighting only as prescribed by the Findings of Fact, Conclusions of Law, Ruling of Referee and Judgment and Decree of the Water Court entered in Case No. 2000CW19 by the District Court, Water Division 1, State of Colorado, on August 15, 2002 and recorded in the Teller County records on September 17, 2002, reception number 538877 (the "Water Decree").
- The Association determines water user fees, maintenance fees, and tap-on fees.
- An Owner's construction of dams, ponds, lakes or any activity affecting any water in the Community shall have first received written approval of the Board.

11. **ADDITIONAL APPEARANCE STANDARDS.** It is the responsibility of each Lot Owner to take extra care in keeping their property neat, clean and well maintained, as well as respecting the unimproved Lots within Rosewood Hills.

12. **RIGHTS OF THE ASSOCIATION.** The Association shall have the right to assign any and all of its rights, power, obligations and privileges under these Covenants to any other corporation, association, persons or person, upon the majority affirmative vote of Lot Owners.

13. **COVENANTS.**

A. Term. All provisions of these Covenants shall remain effective on and enforceable within Rosewood Hills unless terminated by the written approval of at least 51% of all owners, which written

approval shall be acknowledged in the same manner as a real property deed and recorded in the records of Teller County, Colorado. However, the provisions of these Covenants relating to the Water Decree shall not terminate without order of the Water Court.

B. Amendment. The initiative to amend this document may originate from one or more of two sources:

- i. A majority opinion of the Board of Directors.
- ii. A petition signed by 10% of the Lot Owners.

Once an initiative to amend has been properly undertaken, the Board shall give written notice within 45 days to all Owners setting forth the proposed action and the date by which written votes must be received by the Board. This document may be amended, altered or revoked by a majority vote of Lot Owners casting written ballots providing that at least 51% of the Lot Owners vote.

C. Invalidation: Invalidation of any of these covenants by judgment or court order shall not in any way affect any other provision that shall remain in full force and effect.

14. ASSESSMENTS.

- A. General assessments shall not exceed \$400.00 per year.
- B. Assessments for water services, may be made by of the Board of Directors. Water assessments shall not be limited to the \$400.00 limit as for General assessments. Refer to Water Policies and Procedures.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association certify that at least 51% of all Lot Owners within Rosewood Hills have approved the Covenants, to be effective as of the day and year first written above.

Rosewood Hills Property and Homeowners Association
a Colorado nonprofit corporation

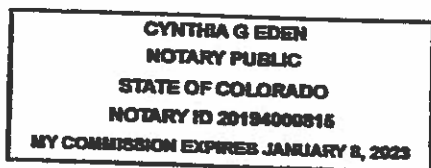
By: *W. L.*
President

By: *James P. Hitt*
Secretary

STATE OF COLORADO)
) ss
COUNTY OF TELLER)

Subscribed, sworn to and acknowledged before me this 15th day of October, 2020, by James P. Hitt, as President, and James P. Hitt, as Secretary of the Rosewood Hills Property and Homeowners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.



Cynthia G. Eden
Notary Public