

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
BELLE MEADE  
Jefferson County, Colorado

Article One

Property Subject to this Declaration of Protective Covenants

- A. Maurice W. and Molly M. Davis ("Declarant") are the owners of all of that property within the subdivision. The real property which is, and shall be conveyed, transformed, occupied, and sold subject to the conditions, covenants, restriction, reservations, and easements as set forth within the various clauses and covenants of this Declaration is located in the County of Jefferson, State of Colorado, and is more particularly described in Exhibit A., attached hereto.

Article Two

General Purpose and Definitions.

- A. The real property described in Article One hereof is subject to the conditions, covenants, restrictions, reservation and easements hereby declared to ensure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building against such improper use of surrounding building sites as will depreciate the value of their property; to prevent the construction of improper or unsuitable improvements; to encourage and secure the erection of attractive dwellings thereon; and in general to create and keep the subdivision in so far as possible, desirable, attractive, beneficial, and suitable in architectural design, materials and appearance; to guard against fires and unnecessary interference with the natural beauty of the subdivision and to provide adequately for the improvement of said property; as for the mutual benefit and protection of the owners of lots in the subdivision.

- B. As used herein the following words and terms shall have the following meanings:

"Subdivision" shall mean the land described in Article One. "Lot" shall mean each lot reflected on the recorded plat of the subdivision. "Single Family Residence" shall mean a single family residential building together with not more than (2) outbuildings. "Outbuildings" shall mean an enclosed covered building to be used as a barn, garage or for other storage purposes not directly attached to the main structure which it serves.

"Belle Meade Property Owners' Association" shall mean that certain property owners' association which is a nonprofit corporation of which all owners of property within the subdivision shall become a member upon ownership within the subdivision (hereinafter such association may be referred to as the Association). Each lot shall entitle its owner (or owners) to one vote on all matters brought before the Association and calling for a vote of the members of the Association.

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 Article Three  
 Covenants and Conditions

- A. Land Use and Building Type.
1. No building site shall be used except for residential purposes, and each lot shall be limited to one single family residence. No building shall be erected, altered, placed or permitted to remain on any site other than for residential or recreational purposes, for a private garage, barn, and other outbuildings incidental to residential use of the premises. No trailer, motor or mobile home, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for private habitation, temporarily or permanently.
- B. Architectural Requirements.
1. The main dwelling structure shall have a minimum of 2,000 sq. ft. of habitable living area on the main living floor exclusive of basement, porches and garages. Maximum height shall be 25 ft. above the highest grade existing adjacent to the structure prior to excavation.
  2. Main dwelling shall include a minimum two-car garage with additional parking for minimum of three-cars and a turnaround, all adjacent to the garage. No parking shall be allowed on private roads or on driveways.
  3. Exterior sidings shall be of masonry, stucco, cedarwood or redwood. No composition board or brick paver shall be allowed.
  4. Window casements shall be vinyl glad, anatzed brown finish aluminum, or wood, and thermo-pane throughout.
  5. Color schemes on all buildings shall be earth tones to assure a blending into the surroundings.
  6. Each main dwelling shall contain one bathroom having a 30" wide door on the main dwelling floor. The main dwelling floor shall be wheelchair accessible.
  7. All building techniques and materials to be of architectural grade of the highest quality.
  8. No metal building shall be allowed.
- C. Set-Back Requirements.
1. All structures shall be placed within the building envelopes.
- D. Fences, Retaining Walls, Animal Containment.
1. Fences on property lines abutting roads shall be split three rail, 65% open, maximum 42" high. Middle strand on barb wire to be 12" below top strand. Bottom strand to be no more than 16" above ground.
  2. To restrain family pets, a fine invisible wire mesh (chicken wire) may be affixed to the wooden fence.
  3. No steel fences shall be allowed.
  4. Retaining walls shall be of brick, stone, concrete, railroad ties, or im-  
pregnated timbers.
  5. Only tennis courts may use chain link fencing not exceeding 12 ft. in height measured from the court surface, but may only be ued when covered with a green shading fabric.

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- E. Signs.
1. No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two (2) sq. ft. designating the owner of any site and one sign of not more than five (5) sq. ft. advertising the property for sale.
- F. Easements.
1. Shall be minimum of fifteen (15) ft. on each side of all interior property lines. All private roads shall have a sixty (60) ft. easement on each side of the center line of the road where the road runs in conjunction with the property line. Perimeter property line easement is thirty feet. Above easements classified to provide for all utility construction and maintenance as well as detention pond maintenance, culverts and drainage-way maintenance, hiking and horseback riding, No motorized vehicles (other than maintenance vehicles) shall be allowed on any easements other than Belle Meade Drive and Belle Vista. No obstacles of any kind shall be placed within the easements or on the private roads. ( See recorded plat for any additional easements pertinent to each lot.) Declarant reserves the right to grant additional easements (prior to the sale of a lot) as might be deemed necessary from time to time.
  2. It shall be the responsibility of the Belle Meade Lot Owners Association to manage, care for, and pay for the maintenance of the line of sight easement on the north side of Belle Meade Drive where it intersects Kennedy Gulch Road. The line of sight area, if cleared, shall be maintained free of erosion, clean, neat and with landscaping materials commensurate with high quality landscape planning.
  3. Emergency exits to southwest having as its centerline the property line between Lots 14 and 15 and as shown on the recorded plat:
    - a. Easement right of way 25 ft. each side of centerline and as shown
    - b. To be constructed by the Developer and maintained in perpetuity by the Lot Owners Association.
    - c. Travel surface to be maintained at 10 ft. in width.
    - d. Deed of easement to be extended by plat note to all landowners in Belle Meade.
- G. Garbage and Refuse Disposal.
1. No part of the property above or below the ground shall be used, or maintained, as a dumping ground for refuse, trash, garbage, debris or other waste; at all times the property shall be maintained in a sanitary condition. Reasonable precaution shall be taken against fire hazards and no outdoor burning of any kind shall be permitted upon premises (except for cooking). Each property owner shall provide suitably secured receptacles, safe from intrusion by wind or animals, for the temporary storage and collection of refuse. All such receptacles shall be screened from public view and protected from disturbance. Secured receptacles may be placed curb side once a week for trash collection but must be returned to the residence

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dwelling that evening. Scents common to food in any condition shall be contained so as not to unduly attract animals. These restrictions also apply to contractors doing construction. No motor vehicle of any type shall be permitted to remain on the property in a non-operating condition for more than thirty (30) days in any calendar year. Any such vehicle which does not display current and valid license plates as required by state law shall be deemed to be in a "nonoperating condition." The Declarant will be allowed to bury within the subdivision trees, branches and stumps to effect clean-up, but said burial must be returned to original landscaping as nearly as possible. Refuse disposal must be kept safe from intrusion by wind or animals.

H Trees.

1. Living trees, the trunk of which is six (6) inches or more in diameter, except to the extent necessary for construction purposes, blight control, or good forestry, shall not be cut, trimmed or removed from the properties. Homeowners must contact the Colorado State Forest Service for safety zone design prior to pulling a building permit.

I. Animals.

1. No hunting or feeding of wild animals.
2. A maximum of two dogs per dwelling may be kept but only if a 1,000 sq. ft. dog run is attached to the house and with top cover. Electronic restraining devices may be used in place of the above dog run.
3. Household pets may be kept for noncommercial purpose only, and must be kept within the boundaries of the lot unless accompanied by and under the control of the owner.
4. No outside feeding of family pets.
5. A maximum of three (3) horses or three (3) Llamas may be kept on each lot. Chickens, pigs or cattle are not allowed.
6. All dogs leaving the owners property must be on a leash.
7. Llamas must be protected from predators.
8. Hay must be stored inside barns or behind 8 ft. fences.

J. Landscaping.

1. All natural surface areas disturbed by construction shall be returned promptly to their natural conditions and replanted in native grasses and trees.
2. The Lot Owners' Association shall every five years have the Colorado State Forest Service review the Wildfire Mitigation Plan for implementation and review the general condition of the forest as well as the implementation of the Steward Incentive Program.

K. Continuity of Construction.

1. All structures commenced in this subdivision shall be completed within twelve (12) months for issuance of building permit unless approved extensions are given in writing by the Association.

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- L. Nuisances and Fire Arms.
  - 1. No noxious or offensive activity shall be carried on within the subdivision nor shall anything be done or permitted which will constitute a public nuisance therein; nor shall any fire arms be discharged within the subdivision. Fire arms as used herein shall be construed to mean not only shotguns, rifles, pistols, and cannons, but fireworks, explosives and air rifles.
- M. Sewage Disposal.
  - 1. Must be approved by and maintained to Jefferson Health Department specifications.
- N. Architectural Committee.
  - 1. The committee shall consist of the president, treasurer, secretary, vice president for water augmentation officer, of the Property Owner's Association. A simple majority shall make decisions relative to substantial compliance to related covenants.
  - 2. No construction of any kind shall commence prior to the related plans being reviewed, initialed and dated by a member of the Committee.
  - 3. Committee action shall take place within five (5) days of having received plans. If no action is taken within five days, the Committee shall be perceived as having okayed such plans.
  - 4. In no event shall the Committee be established or exercise its functions prior to the sale of the fourteenth site.
- O. Wildfire and Vegetation Brochure Guidelines:  
Western Ecosystem Inc. See developer or Lot Owners' Association.

Article Four

Belle Meade Property Owners' Association.

Purpose and Responsibilities:

For the purpose of providing those public and private facilities including but not limited to the roads, entryway, detention ponds, drainage ways, the Property Owners' Associations shall take those measures that shall assure necessary maintenance of all facilities public to the subdivision plat. Enforcement of all protective covenants shall be the responsibility of the Property Owners' Association.

- A. Membership.
  - 1. For the purpose of maintaining roads, traffic control, general planting within roadway areas, detention ponds, drainage facilities and all common services and facilities of every kind and nature required or desired within the subdivision or without subdivision for the general use and benefit of all property owners, each and every property owner in accepting a deed agrees to and shall be a member of and be subject to the requirements of the Association.
- B. Assessments.
  - 1. Payment of dues and assessments to the Association shall be in such amounts and at such times as may be determined by a simple majority vote of the members.

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- C. Voting.
  - 1. Each Lot shall be entitled to one vote regardless of the number of owners sharing an interest in the lot.
  - 2. Matters relative to subdivision control, management and maintenance shall be decided upon by simple majority of the property owners.
- D. Meetings.
  - 1. Meetings shall take place from time to time when a simple majority of the Association call for one.
- E. Officers.
  - 1. A president, secretary, treasurer, and vice president for water augmentation shall be elected by a simple majority of the property owners.
- F. Assessments/Liens.
  - 1. From time to time a majority of the property owners may vote for an annual dues assessment, special assessments or maintenance assessment for purposes of the general welfare of the subdivision. All property owners agree and covenant to pay to the Association those assessments or charges and further agree that an "Assessment Lien" on their lot shall secure the collection of the assessment plus interest costs and reasonable attorney's fees for collection. The Association reserves the right of foreclosure on the "Assessment Lien" in the manner of a mortgage on real property.

Article Five

Water Usage, Well Permits, Sewage Permits.

- A. Acceptable Water Uses (as defined in adjudicated court order 92CW087 dated January 29, 1993, Water Division I, State of Colorado )
  - 1. In house domestic use as required for habitation.
  - 2. One of the following or a fractional combination of each which does not exceed the allotments in the above cited order.
    - a. Indoor swimming pool not exceeding 500 sq. ft. in water surface area.
    - b. Maximum number of horses (or llamas) 3
    - c. Maximum acreage of domestically irrigated lawn area surface, with lawn only, 900 sq. ft.
    - d. Maximum area of domestic irrigated garden, with garden only, 3,600 sq. ft. (Allocation equation where irrigated lawn and garden are desired:  $4 \times \text{sq. ft. of lawn} + \text{sq. ft. of garden area} = 3,600 \text{ sq. ft.}$ )
- B. Water Augmentation Plan.
  - 1. Each property owner will be responsible for complying with, to the extent they apply to his or her lots, covenants and stipulations described in Case 92CW087 Water Augmentation Plan ( Reception # 93052130 Jefferson County) adjudicated through District Court Division I, State of Colorado as well as any subsequent change to that decree that may be made by a court of legal jurisdiction.

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- C. Ownership of Water Rights Stock.
  - 1. Voting Stock and its ownership, in Mountain Mutual Reservoir Company shall be held in the name of Belle Meade Lot Owners' Association for the proportional benefit of each lot owner and shall be managed by the Association to the advantage of the lot owners.
  - 2. Matters requiring the time to time (usually annually) voting of said stock shall be voted "Yea" or "Nay" in the unanimous upon the determination of a plurality casting its vote in the "Yea" or "Nay". Those voting in the minority acknowledge majority positions and accept majority rule.
- D. Compliance and Enforcement of Augmentation Plan
  - 1. Once per year the Lot Owners' Association Vice President for Water Augmentation officer shall survey each lot and quantify the various uses of water and report the same on the appropriate provided forms, to the Mountain Mutual Reservoir Company and the Colorado State Engineer.
  - 2. Each lot owner shall provide proof of water use and shall comply to those covenants established in the above referenced court order.
  - 3. Uncollected assessments pertinent to the maintenance of the plan shall be a lien on the lot of the offending owner.
- E. Well Permits.
  - 1. Each property owner shall apply for a well permit in compliance with the Augmentation Plan from the State Engineer and drill their own well. (Permit and drilling to be at owner's expense.)
- F. Disposal System (Septic Systems).
  - 1. Each property owner shall apply for a septic permit from Jefferson County. Both permit and cost of system installation shall be at the property owners' expense.

Article Six

Term and severability of Covenants.

- A. Term of Covenants.
  - 1. Each of the covenants, restrictions and reservation set forth herein shall be for the benefit of and be binding upon each lot in the subdivision and each owner of property therein, his successors, representatives and his assigns and shall be deemed covenants running with the land.
- B. Amendment.
  - 1. The conditions, restriction, stipulations, agreements, and covenants contained herein shall not be waived, abandoned, terminated nor amended except by vote of two-thirds of the owners.
- C. County Regulations.
  - 1. To the extent that the applicable county or other governmental regulation, rules, or code and ordinances or laws are more restrictive in their allowable land utilization than the covenants, they shall supersede these covenants and govern at all times.
- D. Severability and Exemptions.

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1. Invalidation of any of these covenants, or part thereof, by judgments or court orders shall in no way affect any of the other provisions herein.
2. Lot 26 and 27 are exempt from those costs incurred in the maintenance of all roads within Belle Meade.
3. Lot 26 is exempt from all covenants, responsibilities and costs relative to the above referenced Water Augmentation Plan.
4. Lot Owners sharing driveways shall pay their fare share of the cost to maintain the driveway.



**FIRST AMENDMENT  
TO THE DECLARATION OF PROTECTIVE COVENANTS  
FOR BELLE MEADE  
JEFFERSON COUNTY, COLORADO**

THE DECLARATION OF COVENANTS FOR BELLE MEADE, executed on Jan 17, 1995, and recorded on January 12, 1995, at Reception Number F0005583, Clerk and Recorder of Jefferson County, Colorado, are hereby amended as follows. <sup>7443</sup>

Article Six, Section D of the Covenants is amended by adding the following new subsection:

5. The existing buildings on Lot 26 are exempt from these covenants. Improvements, maintenance, additions or remodeling on Lot 26 may utilize materials like in kind and quality to those that presently exist.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by Maurice W. Davis and Molly M. Davis, who hereby swear and affirm that the foregoing amendment was duly approved by not less than two-thirds of the owners of Belle Meade.

\_\_\_\_\_  
Maurice W. Davis

\_\_\_\_\_  
Molly M. Davis

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_)

This foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by Maurice W. Davis and Molly M. Davis, owners of Belle Meade

Witness my hand and official seal

[SFAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**SECOND AMENDMENT AND EXCEPTIONS  
TO THE DECLARATION OF PROTECTIVE COVENANTS  
FOR BELLE MEADE  
JEFFERSON COUNTY, COLORADO**

*6.00  
MC*

*H*

THE DECLARATION OF COVENANTS FOR BELLE MEADE, executed on January 17, 1995, and recorded on January 19, 1995, at Reception Number F0007443, Clerk and Recorder of Jefferson County, Colorado, are hereby amended as follows:

1. Regarding Lot 26 -- Article 3 8, The Metal Barn on Lot 26 is accepted as having been grandfathered in being built prior to platting.
2. Regarding Lot 22 -- Article 3 B 3 & 5, The home is hereby accepted.
3. Regarding Article 3 I 2, The top cover to the dog run is not required.
4. Regarding Article 3 F 1, Hiking and horseback riding easements are hereby prohibited on interior lot lines and are reserved to roadway and outer perimeter property lines.

Executed this 25<sup>th</sup> day of JUNE, 1998, by Maurice W. Davis and Molly M. Davis, who hereby swear and affirm that the foregoing amendment was duly approved by not less than two-thirds of the owners of Belle Meade.

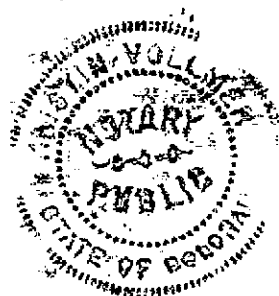
Maurice W. Davis  
Maurice W. Davis

Molly M. Davis  
Molly M. Davis

STATE OF COLORADO                     )  
   ) SS.  
COUNTY OF JEFFERSON                     )

This foregoing instrument was acknowledged before me this 25<sup>th</sup> day of JUNE, 1998, by Maurice W. Davis and Molly M. Davis, owners of Belle Meade.

Witness my hand and official seal.



Kristin Vallone  
Notary Public  
My Commission Expires: Feb. 9, 1999



**Amendments to Belle Meade  
Covenants w/Reception No. F0087443**

- Art. 3 B.1.3.** Second sentence is hereby eliminated. Hardboard siding and brick pavers of architectural grade are acceptable.
- Art. 3 B.8.** Add: The initial barn on Lot 26 is acceptable as constructed prior to establishment of Belle Meade.
- Art. 3 F.1.** Hiking and horseback riding is hereby prohibited (except for owners of the lot) on interior lot lines but reserved to roadways and perimeter easements.
- Art. 3 D.3.** Add: Metal fencing of architectural grade (chain link), four feet high, enclosing a maximum of one acre may be used if obscured from road view by dwelling, barn and or garage.

## **Amendment to the Belle Meade Declaration of Protective Covenants**

During the May 10, 2000 meeting of the Belle Meade Land Owners association the following amendment was made to **Article Three of the Declaration of Protective Covenants**. This document shall serve as the amendment to the existing covenants.

The amendment is as follows:

### **Article Three "Covenants and Conditions"**

#### Driveway Paving

- All driveways within the Belle Meade Land Owners association, with the exception of those driveways that only access Kennedy Gulch Road must be paved:
  1. Within six (6) months of receiving an occupancy permit from Jefferson County, or;
  2. A maximum of 12 months after receiving an occupancy permit from Jefferson County, weather and paving conditions permitting.
- All driveways must be either asphalt or concrete.