

**1992 Amended Protective Covenant  
for  
Perry Park East, Filings 1&2 Douglas County, Colorado**

This instrument effective November 14, 1992, contains the Protective Covenants for all of the lands in Perry Park East, Filings 1 & 2

**Article I - Preamble**

1. Declaration. The owners and residents of Perry Park East, Filings 1 & 2, hereby declare that these amended protective covenants shall be placed upon it in order that said property be maintained and kept as a carefully protected environment and residential community and in order that the natural beauty of the land be retained to the end that the health, safety, welfare and property values of all owners of the property be promoted, safeguarded and maintained.
2. Recording. When recorded these amended covenants shall replace and supersede those placed on record in Book 193 at Page 28 and in Book 193 at Page 324 and in Book 448 at Page 903.

**Article II - Definitions**

1. Subdivision Description. Perry Park East, Filings 1 & 2, shall be known as "Perry Park East"
2. Residential Lots. All lots and tracts in all blocks in Perry Park East shall be known and described as "lots" and will be restricted by all the covenants contained herein.
3. Owner. An "owner" shall mean any recorded owner, whether one or more persons or entities, of a fee simple title interest to any one or more lots in Perry Park East.
4. Committee. The "Committee" shall mean the Architectural Control Committee.
5. Association. The "Association" shall mean the Perry Park East Homeowners Association, a Colorado nonprofit corporation.
6. Improvements. "Improvements" shall mean, but not be limited to, any structures such as dwelling houses, storage outbuildings, kennels, swimming pools, tennis courts, ponds, poles, antennae, satellite dishes, wind generators, solar collectors, outdoor lights fences, walls, garages and driveways.

**Article III – Perry Park East Homeowners Association**

1. Purpose. The purposes of the Association are to carry out the powers, duties and responsibilities assigned to it by the 1992 Amended Covenants: to protect, enhance and maintain the welfare, safety and property values of the residents of Perry Park East; to take such actions as may be necessary to uphold the covenants; to elect members to the committee; and to hold and account for all fees collected by the Committee when improvements are submitted for approval.
2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot or parcel of land within Perry Park East automatically becomes a member of Perry Park Homeowners Association.
3. Dues. All dues and assessments shall be nominal and voluntary.
4. Liens. Non-payment of dues shall not constitute a lien against any lot nor a judgment against any owner in Perry Park East.

**Article IV – Architectural Control and Architectural Control Committee**

1. Architectural Control. The Committee shall approve all improvements within Perry Park East. The Committee shall use its best judgment to insure that the aforementioned is complimentary to the natural surroundings and existing structures with appropriate visual design, materials, color, site locations, height, topography, driveway, grade and finished ground elevation. The Committee shall protect the seclusion of each home location from

other sites insofar as possible. At the time building plans and specifications are submitted to the Committee for review, a fee will be collected. The fee amount shall be determined by the Committee and/or the Association and shall be commensurate with similar Douglas County communities. These fees will be used by the Committee to offset costs of enforcement. All fees shall be refunded should the submitted plans be disapproved. Should the Committee fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot within twenty-one (21) days after submission by an owner, then such approval shall not be required; provided, however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the covenants or restrictions contained herein. The issuance of a building permit or license, which may be in contravention of these protective covenants, shall not prevent the Committee from enforcing these provisions.

At the time the plans and specifications receive approval, the prospective builder shall proceed diligently with said building, which shall be completed within a maximum period of nine (9) month's from the date of commencement, excepting however, that this period may be extended by an additional three (3) month period if necessary as approved by the Committee.

2. Architectural Control Committee. The Committee shall consist of five (5) members, the majority of whom shall be resident owners in Perry Park East. The Committee shall have and exercise all the powers, duties and responsibilities set forth in these covenants. It shall take a three-fifths (3/5) vote of the Committee to approve or disapprove any action. They will be elected by the Association to serve three (3) year terms with the exception of the first term after the recorded date of these covenants: two (2) two-(2) year terms, and three (3) three-(3) year terms. If for any reason there is an un-expired term, the existing Committee members shall appoint an Owner to the remaining term. If a majority of the Owners determine that a Committee member is engaging in activities contrary to the benefit of the owners or has a "conflict of interest", he/she will be removed immediately.

3. Members Not Liable. Neither the members of the Committee, members of the Association Board of Directors, nor the members of any Covenant Committee shall be liable in damages to any owner or other person or entity by reason of any action, failure to act, approval, disapproval or enforcement of these covenants or plans submitted hereunder. Each owner agrees and covenants that he or it will not bring any action or suit to recover damages against the aforementioned members or their agents, employees or consultants.

#### **Article V – General Restrictions on All Lots**

1. Zoning Regulations. No land within Perry Park East shall be occupied, used by, or for any structure or purpose which is contrary to the zoning regulations of Douglas County, Colorado.

2. Dwelling Size. The dwelling house shall occupy a floor area of actually and fully enclosed building as follows: on all lots there shall be a minimum of eighteen hundred (1800) square feet, excluding basements and walkout levels. If the dwelling is a multiple-level structure, the minimum enclosed living area on the ground floor shall be one thousand, two hundred (1,200) square feet. In computing such minimum areas, the area of open porches, carports and garages shall not be included.

3. Number and Location of Buildings. No building or structure shall be placed, erected, altered, or permitted to remain on any lot other than: one (1) detached single-family dwelling house; and an attached or detached garage; and a service-type out-building. A garage or out-building shall not be constructed until after commencement of construction of the dwelling house on the same lot.

No building shall be located on any lot nearer than fifty (50) feet to the front lot line, or nearer than thirty-five (35) feet to any side street line. No building shall be located nearer

than twenty-five (25) feet to an interior lot line. No building shall be located on any interior lot nearer than thirty-five feet to the rear lot line.

4. Utility Easements. Easements and rights-of-way ten (10) feet wide along all lot lines as shown on recorded plats for Perry Park East are hereby reserved for installation and maintenance of utilities, with the right of ingress and egress at any time for the purpose of further construction and repair. No landscaping shall be placed on easements. No structures shall be built over or across easements.

5. Temporary Residences. No structure of temporary character, i.e., trailer, basement, tent or accessory building shall be used on any lot as a residence, temporarily or permanently, and no used structures of any sort shall be moved onto any lot.

6. Water. All sewage disposal systems placed upon any lot shall comply with the requirements of the State of Colorado Health Department and the Tri-County Health Department. All residences constructed on any lot shall be connected with any public or community water or sewage disposal system which may become available or formed or created to serve the subdivision.

7. Clearing of Trees. None of the native pine trees in Perry Park East shall be cut or removed without the express approval of the Committee. Such approval shall not be unreasonably withheld in connection with the proposed construction or improvements. Notwithstanding the foregoing, diseased or dead trees shall be removed or treated by the owner as soon as practicable. All lots, whether vacant or occupied by dwellings, shall be kept free of accumulation of brush, trash, or other materials which may constitute a fire hazard or render a tract unsightly; provided, however, that this shall not restrict owners from storing fireplace wood in neat stacks on their lots.

8. Private Automobiles. Each dwelling shall be constructed with adequate off-street parking area for at least two (2) automobiles per residence. Parking of recreational or utility vehicles, non-running or commercial vehicles on any lot must be done as inconspicuously as possible when viewed from public roads and neighboring properties.

9. Nuisance. Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities or retail or commercial business shall be carried on upon any lot. No open fires, except those permitted in writing by the Fire Marshal, nor discharging of firearms or fireworks shall be permitted in Perry Park East.

10. Refuse and Rubbish. Rubbish, garbage or other waste (including animal waste) shall be kept and disposed of in a sanitary manner. No lot or easement shall be used or maintained as a dumping ground for rubbish. Lot owners (occupied or unoccupied) who are in violation will receive one (1) written notice that they have thirty (30) days in which to remove trash before the trash is removed by a third party designated by the Committee, and the owner of the lot will be billed by the Committee for the actual removal costs. No refuse or trash shall be burned at any time.

11. Signs. Distinctive house numbers not smaller than four (4) inches high shall be required at the entrance of each driveway. No sign shall be displayed or placed upon any lot except one sign no larger than six square feet (2x3) in area for the purpose of advertising the property for sale, house numbers, occupant's name or signs used by a builder during the construction and sales period. Political signs shall not be permitted. All signs are subject to the approval of the Committee.

12. Animals. Douglas County "RR" zoning codes shall apply. Specifically forbidden are livestock and pit-bull and wolf-hybrid dogs. No pet shall be allowed off its premises except under the strict control of its owner. No animals shall be raised, bred or kept for any commercial purposes. All animal enclosures of any kind must be fifty (50) feet from the front, sides and back property lines.

13. Fences. All fences on road frontages must be of natural-appearing products. Fencing on all boundaries must be of new construction and materials. No chain-link type or barbed wire fences shall be allowed.

14. Re-subdividing. No lot as described on the recorded plats shall be re-subdivided into smaller than 5 acre lots not conveyed or encumbered as permitted on said recorded plats; however, conveyances or dedication of easements for utilities or private lanes or roads may be made for less than all of one tract.

15. Combining Lots. If two (2) or more contiguous residential lots are owned by the same owner or owners, they may be combined into one or more larger residential lots by means of a written document executed, acknowledged and approved by the Committee, and recorded in the real property records of Douglas County, Colorado. Thereafter, the new and larger lot shall be considered as one lot for the purposes of these covenants.

16. Towers, Antennae and Satellite Dishes. No towers or radio or television antennae higher than ten (10) feet above the highest roof line of the dwelling house shall be erected on any lot, and all such towers and antennae with the exception of satellite dishes must be attached to the dwelling house. All satellite dishes should be hidden from view from neighboring lots and public roads. No activity shall be conducted on any lot which materially interferes with television, radio or telephone reception on any other lot.

#### **Article VI - Enforcement**

1. Violations. Any noted violation of the foregoing covenants shall be presented in writing to the Committee for their review. The Committee shall have the right to prosecute any action and enforce the provisions of these covenants by injunctive relief, on behalf of itself and all or part of the owners of lots in Perry Park East. In addition, each owner of a lot shall have the right to prosecute an action for injunctive relief and/or damages by reason of any covenant violation.

2. Limitation of Actions. In the event any improvement is commenced upon any portion of Perry Park East in violation of these covenants and no action is commenced within thirty (30) days thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but action for damages shall still be available to any party aggrieved. Said thirty (30) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

3. Grandfather Clause. All improvements in place on the date these covenants are recorded are exempted from the provisions.

#### **Article VII - General Provisions**

1. Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2. Duration. The covenants shall be in effect for twenty-five (25) years from the date hereof, at which time they shall automatically extend for successive periods of ten (10) years each unless sooner amended in whole or in part by an instrument in writing signed by the majority of the Owners.

3. Signatures. The documents containing the signatures of the owners of lots in Perry Park

East indicating their adoption of these amended covenants shall be on file with the Association.

On behalf of the Perry Park East property owners the undersigned has been authorized to file this document with the Clerk and Recorder of Douglas County, Colorado.

Signed by Connie M. Petrie