

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR EVERGREEN MEADOWS - UNITS 1 through 9  
(Electronic version, not an original or original copy)**

**THIS DECLARATION** is made this 30th day of December, 1988, by property owners of Evergreen Meadows - Units 1 through 9 (hereinafter collectively referred to as "Declarants").

**WHEREAS**, Declarants desire to provide for the preservation of the values and amenities in said community and for the maintenance of said property, open spaces, and other common facilities; and to this end, desire to subject the described real property to the covenants, restrictions, assessments, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

**WHEREAS**, Declarants deem it desirable for the efficient preservation of the values and amenities in said community, to join an entity to which to delegate and assign the powers of maintaining and administering the common areas and facilities, and for administering and enforcing covenants, restrictions, assessments, and charges hereinafter created.

**NOW THEREFORE**, Declarants hereby declare that they shall become members of the Evergreen Meadows Homeowners Association (hereinafter referred to as "Association"), which shall have the right to represent Declarants and to take whatever action may be necessary to enforce the covenants, restrictions, assessments and charges hereinafter set forth. That these covenants supersede all prior protective covenants established for Units 1 through 9 of Evergreen Meadows.

To wit, such as were previously recorded at the Clerk and Recorder of Jefferson County: Unit 1, Reception #78118347; Unit 2, Reception #78118348;

Unit 3, Reception #78118349; Unit 4, Reception #78118350; Unit 5, Reception #78118351; Unit 6. Reception #78118352; Unit 7, Reception #78118353:

Unit 8, Reception #85006849; Unit 9, Reception #85006850. That all of the real property in said Units shall be held, transferred, devised, given, sold, and conveyed subject to the following assessments, restrictions, liens, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. That these covenants, restrictions, assessments and liens shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall be a burden upon and inure to the benefit of each owner thereof.

"The owners of the land known as Evergreen Meadows:

Unit 1 — a subdivision located in the E 1/2 of the SE 1/4 of Section 34, T. 5 S., R. 71 W. of the 6th P.M., and in that part of the W 1/2 of the SW 1/4 of Section 35, T. 5 S., R. 71 W., of the 6th P.M. lying west of Jefferson County Highway No. 73, Jefferson County, Colorado, and recorded in Plat Book 29, Page 59 of Jefferson County records, does hereby make and establish the following protective covenants applicable to said subdivision and all numbered sites numbered 1 through 26 located therein effective January 1, 1989;

Unit 2 -- a subdivision located in the W 1/2 of the SE 1/4 of Section 34, T. 5 S., R. 71 W. of the 6th P.M., lying west of Jefferson County Highway No. 73, Jefferson County, Colorado, and recorded in Plat Book 30, Page 42 of Jefferson County records, does hereby make and establish the following protective covenants applicable to said subdivision and all numbered sites numbered 1 through 32 located therein effective January 1, 1989;

Unit 3 - a subdivision located in the SW 1/4 of the NW 1/4 of Section 34, T. 5 S., R. 71 W, of the 6th P.M., lying west of Jefferson County Highway No. 73, Jefferson County, Colorado, and recorded in Plat Book 31, Pages 34 and 35, of Jefferson County records, does hereby make and establish the following protective covenants applicable to said subdivision and all numbered sites numbered 1 through 36 located therein effective January 1, 1989;

Unit 4 - a subdivision located in the NE 1/4 and a portion of the NW 1/4 of Section 34, T. 5 S., R. 71 W, of the 6th P.M., lying west of Jefferson County Highway No. 73, Jefferson County, Colorado, and recorded in Plat Book 33, Pages 18 and 19, plus Unit 4 Exemption Survey #1, re-subdivision of lots 39 and 63, recorded in Book 93, Page 17, of Jefferson County records, does hereby make and establish the following protective covenants applicable to said subdivision and all numbered sites numbered 1 through 68 located therein effective January 1, 1989;

Unit 5 " a subdivision located in the NW 1/4 of Section 34, T. 5 S., R. 71 W, of the 6th P.M., lying west of Jefferson County Highway No. 73, Jefferson County, Colorado, and recorded in Plat Book 37, Pages 2,3 and 4, of Jefferson County records, does hereby make and establish the following protective covenants applicable to said subdivision and all numbered sites numbered 1 through 55 located therein effective January 1, 1989;

Unit 6 — a subdivision located in the Section 2, T. 6 S., R. 71 W., and Section 11, T. 6 S., R. 71 W. of the 6th P.M., lying east of Jefferson County Highway No. 73, Jefferson County, Colorado, and recorded in Plat Book 39, Pages 18,19,20, and 21, of Jefferson County records, does hereby make and establish the following protective covenants applicable to said subdivision and all numbered sites numbered 1 through 104 located therein effective January 1, 1989;

Unit 7 “ a subdivision located in Section 2, T. 6 S., R. 71 W., of the 6th P.M., lying east of Jefferson County Highway No. 73, Jefferson County, Colorado, and recorded in Plat Book 4, Pages 35,36 and 37, of Jefferson County records, does hereby make and establish the following protective covenants applicable to all sites numbered 1 through 37 located therein effective January 1,1989;

Unit 8 — a subdivision located in the W 1/2 of Section 35, T. 5 S., R. 71 W, of the 6th P.M., and that part of the SE 1/4 of Section 34, T. 5 S., R. 71 W.

he 6th P.M., lying east of Jefferson County Highway No. 73, Jefferson County, Colorado, and recorded in Plat Book 46, Pages 20,21,22, and 23, • Jefferson County records, does hereby make and establish the following protective covenants applicable to said subdivision and all numbered sites numbered 1 through 82 located therein effective January 1,1989;

Unit 9 - a subdivision located in the E 1/2 W 1/2 and the S 1/2 NE 1/4 and the N 1/2 SE 1/4 of Section 35, T. 5 S., R. 71 W. of the 6th P.M.. lying east of Jefferson County Highway No. 73, Jefferson County, Colorado, and recorded in Plat Book 46, Pages 24,25,26,27 and 28, of Jefferson County records, does hereby make and establish the following protective covenants applicable to said subdivision and all numbered sites numbered 1 through 46, located therein effective January 1,1989, to-wit;

## **1. General Subject — Residential Use**

All sites shall be used for residential purposes with only one single-family dwelling permitted on any site. Definitions (or “single-family dwelling” shall be taken directly from the current edition of the Jefferson County Building Code, except that the definition of family, as used herein, shall mean persons related by blood, marriage, adoption, a single co-habiting couple or foster arrangements which include not more than four (4) unrelated persons. Unit 8, sites numbered 80 and 81 may be used for church purposes and Site number 82 shall only be used for fire house purposes.

- a) A use conducted for profit within a residential dwelling unit is permitted, provided, however, that it meets the following conditions:
  - i) The full-time residents of the dwelling unit shall be the only persons engaged in the activity which takes place on the site;
  - ii) The activity is carried on only within the structures on the site and is, therefore, clearly incidental and secondary to the use of the dwelling for dwelling purposes, and does not change the character thereof;
  - iii) The storage of materials to be used in the activity shall be inside either the dwelling unit or a permitted accessory building;
  - iv) There shall be no external evidence which, in any way, shall advertise the performance of the activity;
  - v) In no way shall the general public be invited or solicited upon the premises;
  - vi) Instruction of students shall be limited to one pupil at any one time.
- b) It is the express intent of the homeowners and residents of Evergreen Meadows that the concept of single-family residential use shall apply to both the use of the land as well as the type of structures constructed thereon.

## **2. General Subject — Architectural Review Requirements**

No building, fence, wall, structure or improvement shall be commenced, erected, altered, moved, or maintained upon any site, nor shall any exterior addition to, or change or alteration thereof be made until the nature, kind, shape, height, materials, and location of same shall have been approved in writing as to harmony of topography by the Evergreen Meadows Homeowners Association Architectural Review Committee (hereinafter referred to as “Architectural Review Board”).

- a) Either one architectural rendering or a complete set of plans and specifications, together with a site plan clearly identifying boundaries and setback distances, shall be submitted to the Architectural Review Board. The Board shall approve or disapprove said documents within 30 days from the receipt thereof in accordance with their published Guidelines. The set of said documents, with the approval or disapproval endorsed thereon, shall be returned to the owner. The Architectural Review Board shall not be responsible in any manner whatsoever for any defect in any plans or specifications submitted or for any work done pursuant to any changes of said plans and specifications requested by them to gain compliance with their published guidelines.

### **3. Subject — Architectural Guidelines**

Within six (6) months after adoption of this covenant, the Architectural Review Board shall promulgate a set of written guidelines for the purpose of allowing those considering or designing structures or additions which fall under the review requirements previously outlined, to understand those requirements and design their proposals accordingly. Such guidelines shall become effective upon approval by a majority of the Association Membership present at any duly constituted meeting as outlined in the By-Laws. From time to time the Architectural Review Board may propose changes to the guidelines for the Membership's approval as may be appropriate. Such changes must be approved by a majority vote of the Membership at a duly constituted meeting as outlined in the By-Laws. After the guidelines are initially approved, they will be available to all interested parties from the Evergreen Meadows Home-owners Association Board of Directors.

### **4. Subject — Completion of Construction**

The exterior of all houses and other structures must be completed within six (6) months after the construction of same shall have commenced. Open storage of building materials will be permitted during construction only, for a period not to exceed six (6) months.

### **5. Subject — Minimum Square Footage**

No dwelling shall be erected on any site in Units 8 and 9 of this subdivision unless such dwelling contains a minimum of 1500 square feet of finished floor space for ranch style or one-level dwellings. A minimum of 2000 square feet of finished floor space shall be required for multiple-level dwellings in Units 8 and 9. A minimum of 1200 square feet of finished floor space on a single floor shall be required for any type of dwelling in Units 1 through 7. Finished floor area shall be defined as the area included within the surrounding exterior walls of a building, exclusive of vent shafts, courts, unfinished attics or basement space, garages, carports, porches, decks or other areas not enclosed by the main structure's walls and roof. Any home existing on January 1, 1989, which does not meet the minimum square footage requirements may remain unaltered in perpetuity, regardless of when or where the structure was constructed, erected or instituted.

### **6. Subject — Garages and Utility Buildings**

#### **a) Garages**

i) Residential units permitted for construction before December 31, 1978, shall be allowed to have no more than one garage, which may be separated from or attached to the main dwelling structure. If a building permit for construction of the dwelling was issued prior to January 1, 1979, a garage is not mandatory. If the owner of such residential unit desires at any time subsequent to December 31, 1978, to build a garage where none previously existed, or make an addition to the one optional garage, such garage shall comply to the provisions of Section ii) below.

ii) Residential units permitted for construction after January 1, 1979, are required to have at least a two-car family, non-business garage which may be separated from or attached to the main dwelling structure. Any residential unit affected by this provision which does not have such a garage on December 31, 1988, must comply by December 31, 1994.

b) No more than one accessory building shall be allowed on each site. Such accessory building may be an attached or detached structure whose use is subordinate to the main dwelling, the use of which is customary and incidental to that of the dwelling, and may be in addition to, but not in lieu of, the required garage outlined in Section ii) above. The accessory building shall comply to the published Guidelines of the Architectural Review Board and must comply to all Jefferson County building and zoning regulations.

### **7. Subject — Utility Lines**

Where underground electricity and telephone service is furnished to a lot, no overhead electric, telephone or other wiring of any kind will be permitted.

## **8. Subject — Temporary Structures**

No structure of a temporary character (trailer, basement, tent, shack, barn or other outbuilding) shall be used on any portion of the property at any time as a residence, either temporarily or permanently. This prohibition shall not apply to trailers or mobile homes occupied by visitors, which shall be permitted for a period not to exceed thirty (30) days. The prohibition shall not apply to shelters used by a contractor during the construction of the main dwelling house, it being clearly understood that such temporary shelters shall be removed within thirty (30) days of completion of construction.

## **9. Subject — Maintenance of Grounds**

It shall be the responsibility of the owner of each lot to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds which shall tend to substantially decrease the beauty of the neighborhood. Native plants and grasses may be kept in their natural, unmaintained condition. All species of thistle are considered to be exotic, non-native species.

## **10. Subject — Pets**

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except for household pets. Household pets shall mean animals and fowl permitted in, and normally kept within the house as a custom in the community and kept for company and pleasure, such as dogs, cats or birds, providing that such creatures are not kept to supplement food supplies, or for any commercial purpose whatsoever other than the offering for sale of a litter, brood or offspring (of a household pet domiciled on the premises) that is less than six (6) months old. Beyond the boundaries of the owner's property, all dogs must be on a leash, chain or cord no more than ten (10) feet in length and accompanied by the owner, harbinger or keeper. Owners of household pets shall be financially responsible and liable for any damage caused by such household pets.

## **11. Subject — Noxious Activities**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood and possibly detract from the residential value and quality of the properties. Operation of motorized equipment between the hours of 10 PM and 7 AM, inclusive, other than transportation equipment and snow removal equipment, shall be considered as noxious and offensive.

## **12. Subject — Signs**

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 square feet designating the owner of any site and one sign of not more than five square feet advertising the property for sale or rent. Permitted signs shall be maintained in a clean, sightly and kept condition. This covenant shall not exclude the posting of No Trespassing signs, provided that any such No Trespassing signs shall not exceed two square feet in size. Temporary signs may be placed 48 hours before an event and must be removed within 24 hours of completion of the advertised event.

## **13. Subject — Storage of Recreational Vehicles**

Mobile homes, trailers, recreational campers, boats and carriages for boats may be parked or stored on a lot at the side or rear of the residential structure or in areas which are screened from the street unless otherwise authorized in writing by the Architectural Review Board. No vehicle shall be parked without a currently-valid license tag.

## **14. Subject — Un-garaged Motor Vehicles**

No un-garaged motor vehicle of any type shall be permitted to remain on the property in a non-operating condition for more than 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 non-operating condition.

## **15. Subject — Off-Road Vehicles**

All-terrain vehicles, three-wheel vehicles, go-carts, snowmobiles, off-road motorcycles, and similar off-road vehicles shall not be permitted on any property except the site of the owner of said vehicle. This prohibition shall extend specifically to open spaces and common facilities.

## **16. Subject — Firearms**

No firearms shall be discharged nor shall there be any hunting within Evergreen meadows. Firearms as used herein shall be construed to mean not only rifles, pistols and cannons, but also fireworks. BB guns are permitted so long as used in a manner which retains any pellets or BB son the owner's property.

## **17. Subject — Overhead Tanks**

No elevated tanks of any kind shall be erected, placed, or permitted upon any site. An above-ground tank for use in connection with any residence may be permitted but must meet all applicable local, state, and federal regulations.

## **18. Subject — Unsanitary Conditions**

No unsanitary conditions prejudicial to the public health shall be permitted on any site. No liquid waste of any description shall be drained, dumped or .disposed of in anyway into open ditches or water courses. No portion of any site shall be used or maintained as a dumping ground for rubbish of any description.

## **19. Subject — Garbage Containers**

Each property owner shall provide a rigid, self-standing receptacle with a latching cover for the temporary storage and collection of refuse, and all such receptacles shall be screened from public view except on collection day.

## **20. Subject — Membership In Evergreen Meadows Homeowners Association**

The owner(s) of a site now or hereafter subject to the provisions of these Protective Covenants may become a member of the Evergreen Meadows Home-owners Association (Association). The annual dues of the Association shall be determined at each annual or special meeting of the Association, in accordance with the By-Laws of the Association, and shall be voluntary. Each site shall be entitled to one vote in all matters concerning changes to these Protective Covenants.

## **21. Subject — Modification of Covenants**

Any portion or all of these Protective Covenants may at any time be amended or rescinded by the written agreement of the owners of two-thirds of the sites hereby subjected to the same, which agreement shall become effective upon its filing in the Jefferson County Clerk and Recorder's Office.

## **22. Subject — Period, Amending and Renewal**

All covenants and restrictions set forth herein shall run with the land and shall be binding on all parties and persons claiming under them until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years; unless by written agreement of a majority of the then-owners of sites affected by such covenants has been recorded, agreeing to amend or terminate said covenants in whole or in part.

## **23. Subject — Invalidation of Provisions**

The invalidation by any court of any one or more of the provisions of these Protective Covenants shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

## **24. Subject — Rights and Remedies**

Any violation of these provisions, conditions or restrictions contained herein shall warrant the Association to apply to any court of law or equity having jurisdiction thereof for an injunction or property relief in order to enforce same in the court. If such an action in law or equity shall become necessary, the Association shall be entitled to its court costs and reasonable attorney's fees. No delay on the part of the Association in the exercising of any right, power, or remedy contained herein shall be construed as a waiver thereof or an acquiescence therein. Various rights and remedies of the Association hereunder shall be cumulative and the Association may use any or all of said rights without in any way affecting the ability of the Association to use or rely upon or enforce any other right.

## **25. Subject — Temporary Waivers**

Any site owner may petition the Board of Directors in writing and, in person to grant a temporary waiver, not to exceed six months, to any provision contained in these covenants. The Board may grant such temporary waiver, with a limit of up to six months, upon unanimous vote of the Board members present at a meeting held in accordance with the By-Laws. Such waiver may be renewed, at the discretion of the Board, upon subsequent re-application by the petitioner.

Affiants being first duly sworn depose and state:

- (1) That Affiant Craig Schuck is a duly elected member of the Evergreen Meadows Homeowners Association's Board of Directors, serving as Vice President of said Association from January 1, 1988, through December 31, 1988. That Affiant Nanci Nicholas is a duly elected member of the Evergreen Meadows Homeowners Association's Board of Directors effective January 1, 1988, and serves as Secretary of said Association.
- (2) That the Evergreen Meadows Homeowners Association is a Colorado non-profit corporation incorporated on June 13, 1974, pursuant to the provisions of the Colorado Non-Profit Corporation Act.
- (3) That attached to this Affidavit are protective covenants for Units 1 through 9, Evergreen Meadows, subdivisions located within Jefferson County, Colorado, and more completely described in the attached protective covenants, which covenants shall become effective and run with the land, and shall bind all parties and persons claiming under them from and after January 1, 1989. pursuant to the terms and conditions set forth in said protective covenants.
- (4) That the protective covenants attached hereto were adopted by the written vote of a majority of the then land owners pursuant to the terms and conditions for amendment of covenants set forth on the original protective covenants and subsequent amendments of those covenants for said units.
- (5) That the written balloting for the attached protective covenants was conducted under the direction and supervision of the Evergreen Meadows Homeowners Association and that said ballot forms bearing the signature of a majority of the land owners in said units are on file and available for inspection at the office of the Secretary of the Evergreen Meadows Homeowners Association.
- (6) Affiants further state that all procedures for amendment of protective covenants having been followed and a majority of the then land owners have voted in favor of the attached protective covenants which become effective from and after January 1, 1989. Further Affiants sayeth not.