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DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
BENT GRASS COMMUNITY

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BENT GRASS COMMUNITY

This Declaration of covenants, conditions and restrictions of Bent Grass ("Declaration") is made as of June 10th, 2015 by Rivers Bent Grass, LLLP, a Colorado limited liability limited partnership ("Declaration")

BACKGROUND AND PURPOSE

This Declaration is executed and recorded (a) in furtherance of a common and general plan for those parcels of land described in Exhibit A attached hereto (the initial "Community Area") and all other real property subsequently included within the Community Area; (b) to protect and enhance the quality, value, desirability and attractiveness of all property within the Community Area; and (c) to define duties, powers and rights of the Declarant and owners of property within the Community Area.

The Community Area is known as Bent Grass, a residential development in the City of Peyton, El Paso County, Colorado.

DECLARATION

NOW, THEREFORE, Declarant, for itself, its successors and assigns, hereby declares that the Community Area is and shall henceforth be owned, held, encumbered, leased, improved, used, occupied, enjoyed and conveyed subject to the following uniform covenants, conditions and restrictions in furtherance of a general plan for the subdivision, ownership, improvement, sale, use and occupancy of the Community Area, and to enhance the value, desirability and attractiveness of this development. This Declaration is intended to and shall run with the land and shall be binding on all persons having or acquiring any interest in the Community Area or any part thereof; shall inure to the benefit of and be binding upon every part of the Community Area and every interest therein; and shall inure to the benefit of, be binding upon and be enforceable by Declarant, its successors in interest, each Owner and such Owner's successors in interest.

Article I. DEFINITIONS

Section 1.01 The following words and phrases when used herein shall have the meanings hereinafter specified.

Section 1.02 Architectural Committee shall mean the committee created pursuant to Article 5.

Section 1.03 Community Documents shall mean this Declaration and any amendments thereto; Plats; Design Guidelines; and Rules and Regulations.

Section 1.04 Builder shall mean any Person purchasing a Lot for the purpose of constructing a Home to be sold to an Owner, or any Person hired by an Owner to construct a Home on the Owner's Lot.

Section 1.05 Community Area shall initially mean the real property described Exhibit A attached hereto and all real property that Declarant makes subject to this Declaration in the future pursuant to a document recorded in the records of El Paso County, Colorado.

Section 1.06 Declarant shall mean Rivers Bent Grass, LLLP, a Colorado limited liability limited partnership and any person or entity to which Declarant, specifically assigns all or a portion of its rights or obligations as Declarant under this Declaration by written document recorded in the records of El Paso County, Colorado, and its successors and assigns. A successor to Rivers Bent Grass, LLLP, by consolidation or merger shall automatically be deemed a successor or assign of Rivers Bent Grass, LLLP, as Declarant under this Declaration.

Section 1.07 Design Guidelines shall mean the architectural, construction, structural and/or aesthetic criteria, rules or standards, if any, established by the Architectural Committee from time to time that will apply to Improvements within all or specified portions of the Community Area.

Section 1.08 Expansion Area - There will be no Expansion Area for this Declaration.

Section 1.09 Home shall mean an Improvement on a lot that is intended to be used for residential occupancy.

Section 1.10 Improvement shall mean anything which alters the previously existing exterior appearance of any land, all structures and appurtenances thereto including, but not limited to, Homes, buildings, outbuildings, patios, swimming pools, garages, doghouses, pet enclosures, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning units, water softener fixtures or equipment, and poles, tanks, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electric, telephone, radio, television (including cable or satellite systems), or other utilities.

Section 1.11 Landscape shall mean the treatment of ground surface with live plant materials or decorative surfacing materials approved by the Architectural Committee, and shall include related irrigation or watering systems.

Section 1.12 Lot shall mean a parcel of land designated as a lot, a separate parcel of land, improved or unimproved, in a recorded Plat within the Community Area, together with all appurtenances and Improvements associated therewith, now existing or subsequently created.

Section 1.13 Owner shall mean the record title holder, including Declarant, whether one or more Persons, of fee simple title to a Lot.

Section 1.14 Period of Declarant Control shall mean the first to occur of: i) a period of fifteen (15) years commencing on the date of recordation of this Declaration; ii) the date when Declarant no longer owns any real property within the Community Area; or iii) the date when Declarant records a document terminating the Period of Declarant Control in the records of El Paso County, Colorado.

Section 1.15 Person shall mean a natural individual, trust or legal entity with the legal right to hold title to real property.

Section 1.16 Pet shall mean and include any dogs, cats, birds, reptiles, or other household animals as may be further defined in or supplemented by the Rules and Regulations.

Section 1.17 Plans shall mean any and all documents designed to guide or control an Improvement or other proposals in question, including but not limited to those indicating size, shape, configuration or materials, all site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utilities services and all other documentation or information relevant to the Improvement or proposal in question.

Section 1.18 Plat shall mean a governmentally approved and recorded map of land that is part of the Community Area. All such Plats are incorporated herein by reference and include a part hereof as though attached as an Exhibit.

Section 1.19 Rebuilding or Restoration means restoring an Improvement to substantially the same condition it was prior to damage, and with the same boundaries as before.

Section 1.20 Rules and Regulations shall mean those written instruments, however identified, if any, adopted by the Board as provided in Section 6.07(d) of this Declaration, for the regulation and management of the community, and as the same may be amended from time to time.

Article II. DEVELOPMENT AND EXPANSION

Section 2.01 Subdivision and Development by Declarant. All lands and Improvements contained within the Community Area shall be subject to this Declaration. Declarant shall, however, have absolute and complete discretion with respect to the designation of Lots and the manner in which the planning and build-out of the Bent Grass development is to progress.

Section 2.02 Expansion. During the Period of Declarant Control, Declarant may, at any time and from time to time, add to the real property which is the subject of this Declaration and which becomes a part of the Community Area. Such land need not be contiguous to land already subject to this Declaration and may include single family residential development on lots that are configured differently from the Lots in the initial phase and which may be subject to additional covenant, rules, restrictions and assessments. Additional real property described in a recorded document that incorporates this Declaration, including any amendments to this Declaration specific to the additional real property, will become part of the Community Area, and subject to this Declaration. Expansion of the Community Area is not necessarily limited to the currently designated Expansion Area.

Section 2.03 Withdrawal. Declarant reserves the right to withdraw any real property within the Community Area, including without limitation, all or any portion of the Expansion Area, from the jurisdiction of this Declaration, as long as consent is obtained from the owner of the real property to be withdrawn.

Article III. COVENANTS TO PRESERVE THE CHARACTER OF THE COMMUNITY

Section 3.01 All real property within the Community Area shall be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed subject to the limitations contained in this Article. These covenants are adopted in order to preserve the desirability, attractiveness and value of property in the Community Area, and to assure the continuing quality and maintenance of common areas and

facilities that benefit the residents of the Community Area. The following restrictions and conditions shall apply to all land that is now or may hereafter be subject to this Declaration.

Section 3.02 General. All Homes, buildings and structures of any kind shall be constructed, installed and maintained in compliance with City of Peyton, Colorado standards, ordinances, rules and regulations after obtaining all required permits and licenses, and in accordance with Design Guidelines, as those may be amended from time to time. Except as otherwise provided for herein, all Lots shall be used only for residential purposes and ancillary uses thereto.

Section 3.03 Improvements. All Improvements placed on a Lot shall be subject to prior approval in writing by the Architectural Committee, as further defined in Article 5 of this Declaration.

Section 3.04 Construction.

- (a) **Construction Type.** All construction shall be new. Any building previously used at another location or any building or Improvement originally constructed as a mobile dwelling may not be moved onto a Lot except as expressly provided in Section 3.07 for temporary construction, sales or administration buildings or as approved by the Architectural Committee.
- (b) **Minimum Home Size.** The minimum ground floor or footprint area of a Home, exclusive of open porches, basements and garages, shall be 1,000 square feet for a one-story dwelling, and 600 square feet for a dwelling of more than one story.
- (c) **Storage.** Building materials may not be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement, unless such building materials are stored in an enclosed area and fully screened; except that Declarant and Builders, with the prior written approval of Declarant, may store building materials, supplies and equipment on their own land in the Community Area.
- (d) **Construction Rules and Regulations.** During the period of construction of a Home, building or other Improvement on a Lot, the Owner of the Lot or the Builder shall comply with all construction rules and regulations which Declarant or the Architectural Committee may establish from time to time.
- (e) **Construction Completion.** All construction work shall be prosecuted diligently and continuously from the time of commencement until fully completed. The exterior of all Homes, buildings or Improvements must be completed within ten (10) months after the commencement of construction, or such other time as the Architectural Committee deems reasonable under the circumstances due to the nature of the project or other factors. "Commencement of Construction" for a Home or building is defined as the obtaining of necessary building permits and the excavation of earth for a foundation, and shall be defined as the undertaking of any visible exterior work, for all other Improvements. If construction is not completed within the above time periods or such later time as approved by the Architectural Committee, the Architectural Committee may take further action as provided for in this Declaration.
- (f) **Occupancy.** Any Home or building constructed on a Lot shall not be occupied in the course of original construction until the applicable building authority authorizes such occupancy.

- (g) **Landscaping.** Within six (6) months after occupancy of a Home on a Lot, all Landscaping shown on a landscaping plan approved by the Architectural Committee must be properly installed unless extensions to this deadline are granted based on weather conditions.
- (h) **Fences or Walls.** Fences or Walls must be constructed in compliance with the Design Guidelines.
- (i) **Construction of Sales Offices.** Temporary buildings for construction or administration purposes or for sales offices may be erected or maintained by a Builder with the permission of the Architectural Committee. Model homes may be used and exhibited by a Builder with the permission of the Architectural Committee. Temporary buildings shall be promptly removed when they cease to be used for construction or sales purposes.
- (j) **Utilities.** All utilities serving a Lot will be placed underground. Declarant reserves the right to locate main transmission lines above ground if determined to be advisable. The Architectural Committee may grant approval for temporary above ground utility service during construction.

Section 3.05 Mining and Drilling. No portion of the Community Area may be used for the purpose of mining, quarrying, drilling, boring or exploring or for removing oil, gas or other hydrocarbons, water, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth. Excavations and earthwork related to the drilling of wells and the construction of Improvements within the Community Area will not be deemed a violation of this Section. Any of the activities permitted under this Section shall be conducted in such a manner as to cause subsidence on adjacent portions of the Community Area or as to interfere with Improvements previously constructed on portions of the Community Area adjacent to such activities.

Section 3.06 Rebuilding or Restoration. If any Improvement is destroyed in whole or in part, it must be rebuilt or all debris must be removed and the Lot restored to a safe and attractive condition. Such rebuilding or restoration must be commenced within thirty (30) days after the damage or destruction occurs and thereafter diligently pursued to completion within a reasonable time, not to exceed ten (10) months after the date the damage occurred or such longer period of time as may be approved by the Architectural Committee. If restoration or rebuilding is not completed within the above time periods or such later time approved by the Architectural Committee, or if the restoration or rebuilding shall cease for a period of twenty (20) consecutive days without permission of the Architectural Committee, the Architectural Committee may give written notice to the Owner that unless the restoration is diligently pursued within the ten (10) days following notice, the Improvement will be declared a nuisance and the Association shall have the right to enter on the Lot and remove, rebuild or restore the Improvements at the Owner's expense, or take such other action pursuant to this Declaration or the Community Documents.

Section 3.07 Declarant Exemption. During the Period of Declarant Control, this Declaration will not prevent or limit the right of Declarant to construct any and all types of Improvements or to construct and maintain model homes, sales offices, management offices and similar facilities; to post signs incidental to construction, sales and leasing within the Community Area; and to store construction materials, supplies and equipment on land controlled by Declarant, or to grant similar rights described in this Section 3.07 to a Builder.

Article IV. LIVING ENVIRONMENT STANDARDS

Section 4.01 Building and Grounds Maintenance. The exterior of all Improvements and grounds of a Lot must be maintained by the Owner in a state of good condition and repair. Such obligation includes, but is not limited to, maintaining the exterior materials and finishes of the Improvements, fencing, Landscaping, drainage areas, driveways and sidewalks. Irrigation of Landscaping will be in compliance with any applicable City of Peyton watering ordinance. If an Owner fails to maintain the Improvements, written notice may be given to the Owner that, unless the required maintenance is diligently pursued within the ten (10) days following such notice, the property will be declared a nuisance.

Section 4.02 Garage Doors. Owners should keep their garage doors closed except when being used for ingress and egress to or from the garage or when the garage is being actively attended for cleaning, etc.

Section 4.03 Outside Storage. Equipment, tools and other Items should be stored in an enclosed building or otherwise adequately screened so as not to be visible from neighboring properties or adjoining streets.

Section 4.04 Carports, Patio Covers, Outdoor Clotheslines, Swing sets and Other Similar Structures. These structures or other similar facilities may only be installed on a Lot in accordance with the Design Guidelines or as approved by the Architectural Committee.

Section 4.05 Refuse. Unsightly objects or materials, including but not limited to ashes, trash, garbage, grass or shrub clippings, scrap material or other refuse, or containers for such items, must not be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street, except during hours of refuse collection.

Section 4.06 Nuisances. Noxious, hazardous or offensive activity must not be carried in or upon any Lot, Home or Improvement, nor may anything be done on a Lot tending to cause unreasonable embarrassment, discomfort, annoyance, nuisance or disturbance to any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot, Home or Improvement or any portion of the Community Area.

Section 4.07 Lights, Sounds, and Odors. Lights that are unreasonably bright or cause unreasonable glare, and sounds or odors that are noxious or offensive to others are not permitted to emanate from any Lot.

Section 4.08 Weeds. The entire area of every Lot on which no Improvement has been constructed must be kept free from plants and weeds infected with noxious insects or plant diseases and from weeds which, in the reasonable opinion of the Board or the Architectural Committee, constitute a nuisance or are likely to cause the spread of infection or weeds to neighboring property, and free from brush or other growth which creates an undue danger of fire.

Section 4.09 Grading Patterns. Material changes shall not be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading without the prior approval of the Architectural Committee. Grading shall be maintained at all times so as to conduct irrigation and surface