

## DECLARATION OF RESTRICTIONS BY OVERLAND RIDGE ESTATES II

**WHEREAS, Overland Ridge Development LLC**, herein referred to as Subdivider, are the owner and developer of a certain tract of land known as Overland Ridge Estates II Planned Development (hereinafter “the Development”), more particularly described in Schedule A., which is attached hereto and made a part hereof; and,

**WHEREAS**, the Subdivider is expecting to sell residential lots within said tract to individual homeowners and desires to subject the land and purchasers thereof to certain restrictions, conditions and covenants for purpose of maintaining the value and atmosphere desired for the Development,

**NOW, THEREFORE**, the Subdivider hereby declares that all lots shown on the tract of land described in Schedule A are held and shall be conveyed subject to the following restrictions, conditions and covenants:

1. **Use of Lots in Development:** All lots in the residential subdivision known as Overland Ridge Estates II Planned Development shall be used solely for single family residential purposes and each lot may contain only one (1) single family residence which must have a minimum two car attached or detached garage. All buildings or other improvements located on the lots shall be placed within the minimum building setbacks set forth on the minimum setback plat map for the Development available from the Architectural Control Committee established by the Declaration of Homeowner’s Association for the Development (hereinafter “the ACC”) and on file with the Morgan County Planning and Zoning Office. Home occupational businesses are permissible, however all business activity must be contained within residence. All home occupation businesses on residence must submit proposed business activity to the Overland Ridge Estates II Planned Development Homeowner’s Association for approval prior to initiating the business. There shall not be more than one (1) family unit consisting of father, mother and children, and shall also include grandparents, but shall not include uncles, aunts, brothers, sisters, nieces, nephews or collateral relatives. All plans must be submitted to the ACC for approval.

Except as modified or restricted by this Declaration of Restrictions, as the same may be modified from time to time, the uses permitted for the lots in the Development shall be the Estate Residential Zone Uses-By-right as set forth in Section 3-210 of the Morgan County Zoning Regulations, as amended and the design standards for the Estate Residential Zones set forth in Section 3-680 and Table 1 of Appendix B or the Morgan County Zoning Regulations, as amended.

2. **Architectural Control Committee:** No building, fence, wall, canopy, awning, exterior painting, structure or improvement shall be erected, placed, moved or altered until the construction plans and specifications, and a plan showing the location of the structures, have been submitted in writing and approved by the ACC as to the harmony of external

design with existing structures and as to location with respect to topographic and finished grade elevations.

The ACC shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the ACC fails to approve or disapprove within thirty days, such plans and requests submitted will be considered approved and this Article will be deemed to have been fully complied with.

3. **Style of Homes:** All construction shall conform to the current edition of the Uniform Building Code Standards. All homes shall be constructed of frame, brick or masonry construction with hip or gable roof, and shall not include modular or mobile home units of any kind. A single level (ranch style) shall contain a minimum of 1600 square feet or floor space exclusive of carports, attached garages open porches and patio decks. No home shall exceed two (2) levels in height. Garden levels or walkout basements are permitted and not considered a level. Two story residences are permitted provided the first level contains a minimum 1200 square feet of floor space. The front of each residence shall contain some decorative material such as brick veneer, wainscot natural rock, etc. Plans shall be submitted to the ACC for approval before any construction is performed.
4. **Garages, Carports and Secondary Building:** Carports, sun decks and patio decks must be attached to the residence to which they are adjacent. Each lot may contain an attached garage or detached garage. If detached garage is constructed, the garage exterior shall match that of the residence and shall not exceed the roofline of the residence in height. One (1) secondary building (excluding a detached garage) is permissible per lot. The secondary building shall not exceed 1200 square feet of floor space unless approved by the ACC and shall not exceed the roofline of the residence in height and, in addition, shall have a minimum roof pitch of 3/12 with a minimum of 12-inch eaves. All outbuildings, including detached garages, shall conform to the main residence in color. All plans must be submitted to the ACC for approval.
5. **Water and Sewer Services:** All homes must be connected to a public water system. All homes must have their own individual septic system installed on said premises according to county and state health regulations unless a public sewer system becomes available. At that time, all homes must connect to the public sewer system following a failure of their private septic system.
6. **Vehicles and Machinery:** No abandoned or non-operational vehicles, trucks, recreational and off-road vehicles, commercial type vehicles, machinery, or any vehicle with expired state registration shall be parked on any residence lot except while parked in a closed garage. All vehicle not currently registered shall be considered inoperable, but a registered vehicle may be considered inoperable. Use of trail bikes, dirt bikes, motorcycles and other motorized off-road vehicle for recreational purposes is forbidden on the lots. In no event shall any vehicle be parked on any residential street in the subdivision except while engaged in transporting to and from the residence.

7. **Tents, etc.:** Tents, shacks, trailers or other motorized vehicles shall not be used as a dwelling, either temporarily or permanently. No structure other than a fully completed residence shall be occupied.
8. **Portable Air Conditioners, Satellite Dishes and Antennae:** Portable air conditioners, satellite dishes and television, A.M./F.M. radio, citizen's band and short-wave antennae shall be maintained only in the back yard of the residence and shall not exceed thirty-five (35) feet in height.
9. **Means of Advertising:** No signs, billboards or other commercial advertising media shall be erected or maintained on any lot. A small common realtor "For Sale" sign may be used when selling the property.
10. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish, this shall include branches and lawn clippings. Trash, garbage or other waste shall be kept in sanitary containers. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of any approved structure. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and the owner of each respective lot will dispose of their own trash, garbage and waste. Refuse shall be removed not less than once every week.
11. **Clotheslines:** Outdoor clotheslines will be permitted provided they are located in the rear of the lot and are not readily visible from the street.
12. **Lot Elevation and Property:** The elevation of a lot shall not be changed so as to materially effect the surface elevation or grade of the surrounding lots. No rock, gravel or clay shall be excavated or removed from any property for commercial purposes. Topsoil and material removed during construction not used for backfill or landscaping shall be moved from the site within 90 days of occupancy of the residence. The property shall be landscaped with native grasses, trees, xeriscape or other suitable vegetation to minimize wind and/or water erosion as soon as possible after occupancy. Suitable vegetation is as described in the landscape guidelines available from the ACC. Each homeowner shall provide culverts sized according to the engineering drainage study. The initial cost of one culvert for each lot shall be borne by the Subdivider and the maintenance, repair and replacement thereof shall be paid by each individual lot owner. Natural drainage associated with any lot shall be altered and so controlled so that such drainage shall not drain onto adjacent properties.
13. **Boundary Walls or Fences:** No boundary walls or fences, hedges or shrubbery shall be constructed with a height of more than three (3) feet on the front side of residence lot of the side line of a lot from the front setback to the front line of the lot. No boundary walls or fences, hedges or shrubbery shall be permitted with a height of more than six (6) feet on the rear lot line of a residence lot or on the side line of a lot from the front setback to the rear lot line. The height or elevations of any wall or fence shall be measured from the existing elevations of the property at or along the applicable points or lines. All

fencing shall be of a cedar or like material construction, or an approved split-rail fiberglass material. No chain-link fencing shall be constructed except as a pen for holding livestock around an animal shelter or a dog pen. All plans must be submitted to the ACC for approval.

Perimeter fences along the West and North sides of the subdivision will be maintained jointly by adjoin property owners and the Homeowners Association. Costs for the installation of any additional perimeter fences that are constructed will be negotiated at the time with the affected parties.

14. **Easements:** There are hereby reserved for the purpose of installing and maintaining public utility facilities and for such other purposes and services incidental to the development of the property and the health, welfare and enjoyment of the residences of said subdivision, the easements shown upon the final plat of the Development as recorded in the public records of Morgan County, Colorado.

The Subdivider does hereby further reserve to itself, its heirs, personal representatives, successors and assigns, an easement and right of way over and across all streets and road show on the Final Plat of the Development for the purpose of ingress and egress to and for the benefit of that part of the N ½ SE ¼ of Section 30, Township 4 North, Range 56 West of the 6<sup>th</sup> P.M. that is not within the boundaries of Overland Ridge Estates II Planned Development, Overland Ridge Estates Planned Development or Overland Ridge Estates Minor Subdivision as described on the final Plats of said subdivisions. Every deed that conveys a lot in the Development shall contain the following language:

**“Excepting and Reserving to the Grantor, their heirs, personal representatives, successors and assigns an easement and right of way over and across all streets and roads shown on the Final Plat of the Overland Ridge Estates II Planned Development Subdivision for purposes of ingress and egress to and for the benefit of that part of the N1/2SE1/4 of Section 30, Township 4 North, Range 56 West of the 6<sup>th</sup> P.M. that is not within the boundaries of Overland Ridge Estates II Planned Development, Overland Ridge Estates Planned Development or Overland Ridge Estates Minor Subdivision as described on the Final Plats of said subdivisions.”**

15. **Setbacks:** Side yard setbacks shall be as call for by an Estate Residential Zone (ER) under the Morgan County Zoning Regulations as it presently exists or may hereafter be amended. Front and rear setbacks requirements shall be as shown on the final plat for the Development.
16. **No Noxious or Offensive Activity Permitted:** No noxious or offensive activity shall be allowed on any of the lot or lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or which is unlawful or immoral. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises; and no refuse pile or unsightly object shall be placed or allowed to

remain anywhere thereon. Each owner shall keep all lots owned by him and all improvements therein or thereon in good order and repair, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. No wrecked, abandoned or junked vehicles or inoperable vehicles shall be allowed on the property except inside a closed garage.

In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush, refuse piles or other unsightly growths or objects, including junked or inoperable vehicles, then the Subdivider or its successors may enter upon such lands or remove the same at the expense of the owner, and such entries shall not be deemed a trespass, and in the event of such removal, a lien shall arise and be created in favor of the Subdivider or its successors, and against such lot and for the full amount chargeable to such lot, and such amount shall be due and payable within thirty (30) days after the owner is billed therefore.

17. **Animals:** The number of animals allowed per lot will be designated according to Morgan County regulations of the Estate Residential, which is one (1) animal unit per acre. A reasonable shelter can be provided for such animals. Dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. All animals must be kept inside a fence, or by other means kept from wandering freely. Dangerous animals as defined by qualified individuals and/or legal authority shall be controlled, confined or removed from the Development. All animal shelter plans must be submitted to the ACC for approval.
18. **Yard Lights:** No yard light that exceeds twenty (20) feet in height and which exceed more than 200 watts of illumination are permissible.
19. **Subdivision of Lots:** No lot within the Development shall be permitted to be subdivided or re-platted.
20. **County Road 25 upgrades:** If, in the future, the Subdivider or their successors and assigns, including the Overland Ridge Estate II Planned Development Homeowners Association, request road improvements to Morgan County Road 25 between County Roads T and T.5, it is the intent of Morgan County that the costs of said improvements be shared between the parties making the request and Morgan County.
21. **Duration of Restrictions, Conditions and Covenants:** All restrictions, conditions and covenants herein shall run with the land and continue as such for a period of thirty (30) years from the date hereof. After which time said covenants shall be automatically extended for Successive periods of five (5) years unless terminated by a document duly recorded and signed by all of the then lot owners, said document to be recorded at least six (6) months prior to the expiration period named above.

If any of the owners of such lots, or their heirs, successors or assigns, shall violate any of the covenants hereinabove set forth, it shall be lawful for any other person owning real property situated in the Development to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants, to either to prevent them from doing so or to recover damages for such violation. Specifically, the individuals within the Development shall have the power to seek temporary and permanent injunctions and declaratory relief against any other person who violates the conditions and covenants set forth in this Declaration of Restrictions.

22. **Right to Farm:** Notwithstanding anything to the contrary contained herein, the properties covered by the Covenants and Restrictions at all times be governed by all existing State, County and local laws and regulations applicable thereto. It is further acknowledges Morgan County has a Right to Farm Policy which is incorporated herein by this reference.
23. **Homeowners' Association:** Each person acquiring title to a lot within the Development shall, upon purchase, become a member of the Overland Ridge Estates II Planned Development Homeowners' Association and shall be subject to its rules, By-laws, levies and assessments as determined by the members of said Association. For purpose of maintaining the value and atmosphere desired for the Development, Subdivider or its successors will hold all of the voting rights of the Overland Ridge Estates II Planned Development Homeowners' Association until seventy-five percent (75%) of the lots in the Development have been sold, at which time the Homeowner's Association shall be incorporated under the laws of the State of Colorado as a non-profit corporation. If seventy-five percent (75%) of the lots have not been sold within ten (10) years of the date of this Declaration of Covenants, then all voting rights in the association will pass to the members thereof on that date.
24. **Binding Effect:** This Declaration of Restrictions shall be binding upon the heirs, personal representatives, successors and assigns of the Subdivider and every individual or other entity that acquires a lot within the Development. Upon acquisition of the lot in the Development, each lot owner shall be required to sign a statement that they have reviewed this document and the Declaration of Homeowner's Association and have been provided a copy of the same.

