

**PROTECTIVE COVENANTS OF
BURNING TREE RANCH
Originally Recorded January 18, 1979**

And Amended as:

**First Amendment, dated May 19, 1990, recorded July 2, 1990
Second Amendment, recorded December 2, 1999
Third Amendment, dated January 15, 2008, recorded March 11, 2008
Fourth Amendment, dated December 2, 2016, recorded December 6, 2016
Fifth Amendment, dated December 2, 2016, recorded December 6, 2016**

**AMENDED AND RESTATED PROTECTIVE COVENANTS OF
BURNING TREE RANCH**

This Declaration amends and restates the Protective Covenants of Burning Tree Ranch recorded January 18th, 1979 in book 342 on page 70 of the records of the Clerk and Recorder of Douglas County and incorporates Amendment One of May 19th, 1990, recorded on July 2nd, 1990 in Book 919 on page 616 of the records of Clerk and Recorder of Douglas County; Amendment Two dated December 9th 1999, recorded on December 9th, 1999 in Book 1786 on page 2148 of the records of the Clerk and Recorder of Douglas County; and Amendment Three dated January 15, 2008, recorded March 11, 2008 reception number 200817231 of the records of the Clerk and Recorder of Douglas County, State of Colorado; Amendment Four dated December 2, 2016, recorded December 6, 2016, reception number 2016088401 of the records of the Clerk and Recorder of Douglas County, State of Colorado; and Amendment Five dated December 2, 2016, recorded December 6, 2016, reception number 2016088409 of the records of the Clerk and Recorder of Douglas County, State of Colorado.

**DECLARATION AND ESTABLISHMENT OF BUILDING RESTRICTIONS AND
PROTECTIVE COVENANTS IN BURNING TREE RANCH, A SUBDIVISION OF
LOTS LOCATED IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE
6TH P.M., DOUGLAS COUNTY, COLORADO.**

KNOW ALL MEN BY THESE PRESENTS THAT:

The lots in Burning Tree Ranch shall be governed by the following covenants:

1. General Requirements. It is the intention of the Burning Tree Ranch Homeowners Association (BTRHOA) expressed by its execution of this instrument and its amendments, that the lands shall be developed and maintained as a highly desirable rural residential area. It is the purpose of these covenants that the present natural beauty, growth, native setting and surroundings shall always be protected insofar as possible in connection with the uses and structures permitted by this instrument.

ARTICLE I – DEFINITIONS

1. Residential Lots. All of the subdivision lots designated on the recorded plat of the subdivision by lot number shall be residential tracts.

2. Burning Tree Ranch. The name “Burning Tree Ranch” as used in these Covenants shall mean the lands included within the subdivision as shown on the recorded plat.

ARTICLE II – ARCHITECTURAL REVIEW COMMITTEE

1. Architectural Review Committee. The Committee shall be composed of at least three members who are land owners from the Burning Tree Ranch subdivision, and shall be appointed by the members of the Board of Directors of the BTRHOA. Said Committee shall have and exercise all the powers, duties and responsibilities set forth in this instrument.

2. General Requirements. The Committee shall require that all construction, landscape improvements and alterations within Burning Tree Ranch be complimentary to the natural surroundings. The Committee shall protect the seclusion of each home from others insofar as possible.

3. Architectural Review Committee Not Liable. The Committee shall not be liable for damages to any person or association submitting any plans for approval, or to any owner or owners of lands within Burning Tree Ranch by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring title to property in Burning Tree Ranch, or any person or

association submitting plans to the Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Committee, its members as individuals, advisors, employees, or agents.

4. Written Records. The Committee shall keep for at least five (5) years complete records of applications submitted to it (including one set for all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this instrument.

5. Duration. The Committee members shall serve terms of one year in duration. This Committee when so appointed will have the rights and powers to act in all matters and/or the enforcement of the covenants contained herein.

ARTICLE III – VARIANCES

1. Variences. Where circumstances, such as topography, property lines, location of trees, vegetation, or other physical interference dictates, the Architectural Review Committee may, by a two-thirds (2/3) vote, allow reasonable variance of these Covenants.

ARTICLE IV – GENERAL RESTRICTIONS ON ALL LOTS & TRACTS

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

2. Signs. One lot entrance gate sign of a style and design as approved by the Committee shall be permitted, otherwise, no advertising signs, billboards, unsightly objects, or nuisance shall be erected, altered, or permitted on any tract or lot. Reasonable For Sale signs may be temporarily permitted.

3. Animals. No animals will be raised or bred on any lot for commercial reasons.

- A. Household pets will be allowed.
- B. Horses will be allowed only if they are kept corralled in an area not to exceed 2000 square feet and must conform to the lot setbacks as set forth below.

(1) No more than three (3) horses will be allowed per site.

(2) Horses may be allowed to graze and pasture on the rear 2/3rds of a site for grass and weed control, etc., but be advised, to feed a horse this kind of property requires 15 acres or more per year, per animal, and is not represented as capable of extended grazing without damage to the natural grass and vegetation. Therefore, horses must be fed supplementary and kept corralled.

(3) Horses may not be kept on a lot that does not have a permanent residence.

(4) Pigs, goats, roosters, poultry (with the exception of chicken hens), cattle, sheep, and stallions are expressly prohibited in Burning Tree Ranch.

C. Chicken hens will be kept corralled in an area not to exceed 600 square feet, and must conform to the lot specifications as set forth below:

(1) No more than 15 chicken hens per lot,

(2) Chicken hen coops or housing structures must be approved by the Architectural Review Committee in regards to location, size, colors, etc.,

(3) Chicken hens may not be kept on a lot that does not have a permanent occupied residence.

4. Irrigation. No more than 5,000 square feet shall be placed under irrigation for lawn and for garden use upon any individual lot within Burning Tree Ranch.

5. No Re-Subdivision. No tract described on the recorded plat shall be re-subdivided into small tracts or lots not conveyed or encumbered as permitted on said recorded plat; however, conveyances or dedications of easements for utilities, bridle paths or roads may be made for less than all of one tract.

6. Refuse and Rubbish. Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary manner. No tract or easement shall be used or maintained as a dumping area for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate. Burning of trash will not be permitted.

7. Fencing. All fences on road frontages must be of wood or stone or other materials approved by the Architectural Review Committee. No wire fence in front of building

setback. Fencing on all other boundaries must be of new construction; wire may be woven or barbless. If barbless, a minimum of four (4) strands must be used. Posts must be spaced on a maximum of sixteen (16) feet.

8. Businesses. No commercial businesses of any kind may be conducted or permitted in Burning Tree Ranch.

ARTICLE V – RESTRICTIONS ON RESIDENTIAL TRACTS

1. Whether or not provision is specifically stated in any conveyance of acceptance of title hereto or by taking possession, the owner covenants and agrees that no building, wall, swimming pool, or other structure shall be placed upon said tract unless and until the plans and specifications and the plot plans have been approved in writing by the Architectural Review Committee or its Assigns. Each such building, wall, swimming pool, or other structure shall be placed on the premises only in accordance with the plans and specifications and plot so approved. Refusal or approval of plans and specifications by the Architectural Review Committee may be based upon any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of the Architectural Review Committee or its Assigns shall seem sufficient. No alteration of the exterior appearance of the building or structures shall be made without like approval.

Should the Architectural Review Committee, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a tract or tracts within the subdivision within thirty (30) days after written request, then such approval shall not be required, provided, however, that no building or other structure shall be erected or allowed to remain in any tract which violates any of the covenants or restrictions herein contained. 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.

2. Number and Location of Buildings. No building or structures shall be placed, erected, altered, or permitted to remain on any residential lot other than:

- A. One detached single-family dwelling house and a two or more vehicle attached or detached garage,
- B. One barn, stable or utility building greater than 150 square feet in size,
- C. No more than two buildings or sheds, each not greater than 150 square feet in size and 14 feet in height.

Items B and C must conform in appearance with the main house with similar design and colors.

3. Dwelling House. At the time said plans and specifications receive approval, the prospective builder shall proceed diligently with said dwelling house and garage, and the same shall be completed within a maximum period of nine (9) months, excepting however, that this period may be enlarged by an additional three (3) months period if said extension is made necessary by reason of inclement weather, inability to obtain materials, strikes, acts of God, etc. The exterior construction on all buildings must be completed, including treating or painting of wood, before occupancy.

4. Dwelling Size. Ground floor area of each dwelling, exclusive of porches and garages, shall not be less than 2000 square feet for a one-story. If there is one and one-half (1½) or more stories to the home, the total floor space, exclusive of basement, must be not less than 2400 square feet; not less than 1400 square feet on the ground floor and not less than 1000 square feet on the second floor.

5. Used or Temporary Structures. No temporary houses or mobile homes shall be allowed on any resident tract. No new dwelling shall be occupied in any manner prior to its completion. No outside aerial or antenna shall be allowed.

6. Exterior Lighting. All exterior lighting and standards shall be approved by the Committee in the subdivision. It will be the owner's option to install, prior to occupancy and/or use, a post light with photo cell at driveway entrance.

7. Off Street Parking. Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence. No parking shall be allowed within the road right of way. Parking of recreational or utility vehicles on any tract must be done in a manner which renders the vehicle inconspicuous from the street by pedestrian and vehicle traffic.

8. Garbage Disposal, Sanitary Systems and Water Systems. No sewage disposal system shall be constructed, altered or allowed to remain or used unless fully approved as to

design, capacity, location and construction by the proper public health agencies of the State of Colorado, County of Douglas, and the Architectural Review Committee.

9. Foundations. No foundation cinderblock or concrete shall be exposed beyond one (1) foot.

10. New Construction. Only new construction will be allowed. No used buildings shall be allowed.

11. Fireplaces, Chimneys, Barbeques. All fireplaces, chimneys, and barbeques shall be equipped and maintained with spark arresting screens.

12. Land Uses. No improvements nor any noxious activity shall be permitted on any residential lot which is or might become a nuisance to adjoining residential tracts. Also, no open fires will be permitted and no hunting will be permitted within Burning Tree Ranch.

13. Storage. Enclosed facilities shall be provided for all machinery parked or stored on the premises.

14. Single Family Dwellings. Single family shall be interpreted to mean one male and/or female head of the household and his or her blood related or legally adopted dependents. Multiple families under one roof are expressly forbidden.

ARTICLE VI – EASEMENTS

1. Utility Easements. BTRHOA hereby reserves to itself, its successors, and assigns, perpetual easements as indicated on the inside of the project boundary and on both sides of each property line, as described on the recorded plat, except any portion of said perimeter which abuts on a dedicated county road, for the purpose of construction, maintaining, operating, irrigating, storm drainage, sewer, gas and similar lines, pipes, wires, ditches, and conduits.

2. Bridle Paths. The bridle paths shown on the recorded plat have not been dedicated for public use and shall only be used by residents of Burning Tree Ranch and their guests.

ARTICLE VII – ENFORCEMENT

1. Enforcement Actions. The BTRHOA shall have the right to prosecute any

action, enforce the provisions of all covenants by injunctive relief, on behalf of itself and all or part of Burning Tree Ranch landowners. In addition, each landowner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.

2. Limitations on Actions. In the event any construction, alteration or site landscape work is commenced upon any portion of Burning Tree Ranch 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 an action for damages shall still be available to any party aggrieved. Said thirty (30) days limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE VIII – GENERAL PROVISIONS

1. Severability. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

2. Effect and Duration of Covenants. The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in Burning Tree Ranch, and each owner of property therein, its successors, representatives and assigns and shall continue in full force and effect until hereafter amended.

3. Amendment. The conditions, restrictions, stipulations, agreements, and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of sixty-six and two-thirds percent (66 2/3%) of the resident-owners of the privately owned land included within the boundaries of Burning Tree Ranch, as the same may then be shown on the plat on file in the office of the Clerk and Recorder of Douglas County, Colorado.

4. Enforcement. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violation.