

**--Original Pine Brook Hills Protective Covenants from the 1960s--**

**Proposed  
Covenants**

<b>Units →</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>10/27/09 draft</b>
<b>Lot #s</b>	1-60	61-114	115-159	160-232	233-285	286-343	344-410	1-410
<b>Min Acreage</b>	1	1	1	½	½	½	½	1 unless previously recorded as less
<b>Residential</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Max Stories</b>	1 ½	1 ½	1 ½	2	2	2	2	2
<b>Single Family</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Max # Garages</b>	3 Car	3 Car	3 Car	4 Car	3 Car	3 Car	3 Car	4 Car
<b>Guest House w. Garage</b>	Yes 1 Car	Yes 1 Car	Yes 1 Car	No No	No No	Not Mentioned	Not Mentioned	Yes on Units 1-3 with 1 Car
<b>Building Time</b>	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	Not Mentioned
<b>ARC Approval</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Min Dwelling Size</b>	1000 Sq Ft 400 Sq Ft Gst	1000 Sq Ft 400 Sq Ft Gst	1000 Sq Ft 400 Sq Ft Gst	1000 Sq Ft	1000 Sq Ft	1000 Sq Ft	1000 Sq Ft	Main Floor not less than 1000 Sq Ft; Guest House not mentioned
<b>Temporary Structures</b>	No	No	No	No	No	No	No	Yes during construction only
<b>Provision for Nuances</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Livestock</b>	Horses – No breeding except for dogs, cats & household pets	Horses – No breeding except for dogs, cats & household pets	Horses – No breeding except for dogs, cats & household pets	Horses – No breeding except for dogs, cats & household pets	Horses – No breeding except for dogs, cats & household pets	Horses – No breeding except for dogs, cats & household pets	Horses – No breeding except for dogs, cats & household pets	Horses on Units 1-3 and Units of 2 acres or more. Breeding only for household pets
<b>Wells</b>	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	Must have PBH Water Dept. approval	Must have PBH Water Dept. approval	Must have PBH Water Dept. approval	Not Mentioned
<b>Building Color</b>	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	Natural Colors or Earth Tones or in harmony with other structures
<b>Encouraged Structure Location</b>	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	In harmony with natural terrain and character of the neighborhood

**Other Changes in Proposed Covenants as of Oct. 27, 2009 draft:**

- HOA dues only voluntary – not mandatory
- Violations of government laws relating to lots are violations of Covenants and enforceable
- Association allowed to inspect a lot for purposes of enforcing the Covenants
- HOA able to recover legal expenses if they win defending Covenants
- Binding arbitration for Covenant violations
- Injunction to halt construction possible if lot owner violates the Covenants

**2010~~1992~~ Pine Brook Hills Covenants**

**DECLARATION, AMENDED COVENANTS, CONDITIONS & RESTRICTIONS OF PINE BROOK HILLS SUBDIVISION UNITS 1-7.** *This declaration shall apply only to those units for which the owners of a majority of the lots of said unit have duly adopted these amended covenants. Attached hereto will be a certificate for each unit that has adopted these amended Covenants.*

**PREAMBLE**

Pine Brook Hills, Inc., (hereafter the "Association") and *the owners of a* ~~the majority of lots in those Units 1-7~~ *property owners* in Pine Brook Hills Subdivisions *adopting these amended covenants,* ~~Units 1-7~~ (hereafter "Declarants") affirm that this Amendment of Covenants is made this ~~26th day of March, 1992,~~ *\_\_\_\_\_ day of \_\_\_\_\_, 2010,* and shall become effective upon recording.

WHEREAS, Declarants are the *owners of a* majority of lots *in those Units 1-7* ~~owners of~~ *in* the Pine Brook Hills Subdivision ~~Units 1-7~~ *adopting these amended covenants* (hereafter the "properties") and the legal neighborhood Association of the properties, together with all improvements thereon; and the properties are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarants have a residential community on the properties with improvements thereon; and

WHEREAS, Declarants desire to subject improvements to be made to the properties to these protective covenants, restrictions, reservations and obligations, (hereafter "covenants") as set forth hereafter, and to merge all former protective covenants with these, as set forth hereafter;

NOW, THEREFORE, Declarants hereby and hereafter declare that the properties shall be held, sold and conveyed subject to the following covenants, all of which are declared and agreed to be for the protection of the value of the properties and for the benefit of any person having any right, title or interest in the properties, and which shall be deemed to run with the land, and shall be a burden and benefit for any persons acquiring such interests, their grantees, successors, heirs, legal representatives and assigns. Further, that all prior covenants are merged herein such that in the event of any conflicts, these new covenants shall take precedent.

**ARTICLE ONE: DEFINITIONS**

As used herein, unless the context otherwise requires, the terms set forth shall have the following meanings:

- 1.1 "Association" means Pine Brook Hills, Inc., the legal and official neighborhood Association of owners in *those Units 1-7* of Pine Brook Hills Subdivision, ~~Units 1-7~~ *adopting these amended covenants.*
- 1.2 "Declarant" means Pine Brook Hills, Inc., and *the owners of a* majority of the *lots of those Units 1-7* ~~owners of~~ Pine Brook Hills Subdivision, ~~each Unit, 1-7,~~ *adopting these amended covenants,* their heirs, personal representatives, successors or assigns, if such persons or entities shall acquire any portion of the properties and be designated by the declarants or their successors for
- 1.3 "Committee" means the Architectural ~~Control~~ *Review* Committee, a part of the Association.
- 1.4 "Declaration" means this document, as may be amended from time to time.
- 1.5 "Dwelling Unit" means the residence, constructed on each lot within the properties, and any replacement thereof, including the patios, decks, fence and garage, if applicable.
- 1.6 "Guests" means any agent, tenant, guest, licensee, contract purchaser or invitee of an owner and the members of such owner's household.
- 1.7 "Lot" means any plot of land shown upon any recorded subdivision map of the properties which is subject to this declaration. Lot shall include any dwelling unit constructed thereon as the term dwelling unit is herein defined, and any other buildings on said lot.
- 1.8 "Residential Purposes" means those purposes normally and reasonably associated with residences, but also includes limited business activities as allowed by county zoning ordinances, including, but not limited to, private office use, and business related hobbies and activities, so long as no advertising is on the premises, and no violation of county law occurs.
- 1.9 "Owner" means the record owner of the fee simple title, or a seller under a land installment contract, of any lot which is a part of the properties, whether one or more persons or entities, excluding, however, those having an interest merely as security for the performance of an obligation.
- 1.10 "Person" means an individual, corporation, partnership, Association, trustee or any other legal entity or any combination thereof.
- 1.11 "The Properties" means such real property and the improvements located thereon as more fully described on Exhibit "A" attached hereto.

## ARTICLE TWO: SCOPE OF DECLARATION

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### 2.1 Property Subject To Declaration.

Declarants, as the owners of fee simple title to the properties, and the Association of such owners, expressly intends to, and by recording this declaration does, hereby subject the properties to the provisions of this declaration, amending, merging and replacing any and all previous conflicting declarations.

### 2.2 Conveyance Subject to Declaration.

All easements, restrictions, conditions, obligations, reservations, rights, benefits and privileges which are granted, created, reserved or declared by this declaration shall be deemed to be covenants appurtenant to and running with the land and shall at all times inure to the benefit of and be binding on any person having, at any time, any interest or estate in the properties and their respective heirs, successors, representatives or assigns.

Any instrument recorded subsequent to this declaration and purporting to establish and affect any interest in the properties shall be subject to the provisions of the declaration despite any failure to make reference thereto.

### 2.3 Owner's Rights Subject to the Provisions of this Declaration.

Each owner shall own their lot in fee simple for residential use, as more fully set out in Paragraph 3.1.(a), and or to provide neighborhood services, and shall have full and complete dominion thereof, subject to the provisions of this declaration.

### 2.4 Plat Dedication.

The declarant, in recording the plat of the properties as herein defined in the records of the County Clerk of Boulder County, Colorado, hereby incorporates said plat herein and it is hereby made a part of this declaration.

### 2.5 Compliance with the Provisions of this Declaration.

Each owner shall comply strictly with, and shall cause each of their guests to comply with, all of the provisions of this declaration as the same may be amended from time to time. Each owner is fully responsible for the actions of their guests. Failure to comply with any of the same shall be grounds for any actions to recover sums due and for damages or injunctive relief, or both.

### 2.6 Lease of a Dwelling Unit.

Any owner shall have the right to lease their dwelling unit upon such terms and conditions as the owner may deem advisable, subject to the following:

- (a) The dwelling unit may not be used for hotel or transient purposes;
- (b) Any such lease shall be in writing and shall provide that the lease is subject to the terms of this declaration;
- (c) A dwelling unit may be leased only for residential use, and no dwelling unit may be leased or rented for a period of less than thirty days. Such lease shall state that the failure of the lessee to comply with the terms of this declaration shall constitute a default and such default shall be enforceable by the Association.

### 2.7 Homeowner's Association; Architectural Review Committee.

The owners hereby declare that Pine Brook Hills, Inc., *a not-for-profit corporation*, is the official and legal representative of the owners of *those Units 1-7* of Pine Brook Hills, ~~Units 1-7~~ *adopting these amended covenants*, and that the Architectural Review Committee is a Committee of that Association. *Pine Brook Hills, Inc. shall not have the authority to create or assess any mandatory dues or fees payable by the owners of those lots to which these amended covenants apply. Unless these amended covenants are duly amended further, any and all contributions to Pine Brook Hills, Inc. by land owners shall be voluntary only.*

## ARTICLE THREE: LAND USE RESTRICTIONS

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### 3.1 Land Use and Building Type.

- (a) No part of the real property shall be occupied or used for other than residential purposes, as defined herein, except for the purposes of fire prevention or supplying of utility services to the community.
- (b) No lot may be smaller than one acre, unless such lot has been previously platted and recorded as of the date of this declaration.
- (c) Building on each lot shall be limited to one detached single-family dwelling, not to exceed two stories, with private garage not larger than for four cars. The main floor of the primary house shall not have less than 1000 square feet of floor devoted to living space. For *any of Units 1-3 adopting these amended covenants*, an additional guest house and one car garage is allowed.
- (d) Any building constructed on any lot should be stained or left in a natural state so as to preserve the natural color, or stained or colored in neutral or earth tones in harmony with other structures in the subdivision.
- (e) Setbacks for any type of building or out building shall comply with county regulations.
- (f) Each owner shall be encouraged to locate any structure on a lot in such a manner as to be in harmony with the natural terrain and character of the neighborhood.
- (g) Each lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot or street, except as necessary during the period of construction or remodeling.

- (h) In the event any structure is destroyed, either wholly or partially, by fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform to these restrictions or all remaining portions of the structure shall be removed. All debris shall be promptly removed from the property.
- (i) Lots of 2 acres or more shall be eligible for keeping horses and mules so long as the lot is properly fenced. No unsanitary conditions are allowed, and run off is not allowed to flow to adjacent properties. For *any of Units 1-3 adopting these amended covenants*, horses and mules may be kept on lots of less than two acres, so long as county ordinances do not prohibit such keeping.
- (j) All structures existing on lots herein as of the date of the recording of this declaration are exempted. Alterations or replacements thereafter shall comply with the terms of this declaration.

3.2 Architectural Control.

- (a) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural ~~Control~~ *Review* Committee of the Association.
- (b) In order to avoid unnecessary hardships, it is advisable that Owners contemplating construction or alteration submit preliminary drawings in duplicate to the Architectural ~~Control~~ *Review* Committee in order to obtain tentative action thereon before causing the preparation of detailed or complete drawings, plans or specifications, thereby avoiding possibly unnecessary expenses in that regard. One set of preliminary drawings shall be retained by the Committee.

3.3 Temporary Structures.

- (a) No structure of a temporary character, trailer, basement, shack, or outbuilding shall be used on any lot, at any time, as a residence, either temporarily or permanently.
- (b) During the actual construction or alteration of a building on any lot, necessary temporary buildings may be erected and maintained by the person doing such work. The work of construction, altering or remodeling any building or any part of the property shall be prosecuted diligently from the commencement thereof until the completion thereof.

3.4 Nuisances.

- (a) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
- (b) Habitually barking, howling or yelping dogs shall be deemed a nuisance.
- (c) No activity shall be conducted on any part of the properties which is or might be unsafe, unsightly, unhealthy or hazardous to any person.
- (d) No vehicle, motorcycle, motorbike, moped or similar equipment shall be parked on any lot or street adjacent thereto while it is undergoing repairs which immobilize the vehicle for a period of more than five consecutive days, unless the vehicle is within an enclosed garage or not visible to passersby or other adjoining lots during the entire period of such repairs.

3.5 Sanitary Facilities.

Sanitary facilities shall be approved by local health authorities, and shall be within the dwelling house except for outflow lines, cesspools, and leaching fields

3.6 Livestock and Poultry.

- (a) No animals, livestock, or poultry shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets. Horses and mules may be kept thereon, provided they are not kept, bred, or maintained for commercial purposes. Horses and mules shall not be kept on lots of less than 2 acres, except as otherwise provided herein on *any of Units 1-3 adopting these amended covenants*.
- (b) Dogs, canines, and other household animals shall not be allowed to run at large outside the lot boundaries of their owner.

3.7 *Compliance with Federal, State and Local laws.*

*All owners shall comply with all United States, State of Colorado and Boulder County statutes, laws, ordinances and regulations relating to the ownership, use and maintenance of each lot. Any violation of any of these statutes, laws, ordinances and regulations shall be considered a violation of these covenants and shall be enforceable as such.*

ARTICLE FOUR: ARCHITECTURAL ~~CONTROL~~ *REVIEW* COMMITTEE

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- 4. (a) The Architectural ~~Control~~ *Review* Committee ("Committee") shall be comprised of a minimum of three persons from among the owners. The record owners of the lots, based on one vote per lot owned, shall have the power, to elect the officers and board of directors of the Association, and the Association shall designate the persons on the Committee. The Committee shall report to and be responsible to the Association.
- (a) Any decision to approve or disapprove by the Committee shall be made within thirty days after receipt by the Committee of all materials required by them. Their decision shall be in writing and, if the decision is not to approve a proposed improvement to property, the reasons therefor shall be stated. The decision shall be promptly transmitted to the applicant at the address furnished by the applicant to the Committee. All applications for construction or alteration shall be accompanied by an application fee to be determined by the Association board of directors. All funds received by the Committee shall be delivered to the Association, which shall be responsible for appropriation of the funds as it sees fit. In the

event no written denial by the Committee is issued within thirty days after receipt of materials, then such approval will be presumed.

- (b) The Committee, or its duly authorized representative, shall have the right, but not the obligation, to inspect any improvement to property prior to or after completion, provided that the right of inspection shall terminate ten days after the improvement to property has been completed, and notice has been provided to the Committee of such completion.
- (c) If the Committee finds that any improvement to property has been done without obtaining the approval of the Committee or was not done in substantial compliance with the plans and specifications furnished by the applicant to the Committee, the Committee shall notify the applicant in writing of the noncompliance. The notice shall specify the particulars of the noncompliance and shall require the applicant to take such action as may be necessary to remedy the noncompliance. If the Committee determines that a noncompliance exists, the applicant shall remedy or remove the same within a period of not more than thirty days from the date of receipt by the applicant of the decision of the Committee. If the applicant does not comply, the Committee may record a "Notice of Noncompliance" against the lot, so long as the Association approves by majority vote of its board of directors. Any expense of recording or releasing a "Notice of Noncompliance" and/or removing the noncomplying improvement, shall be chargeable to such noncomplying owner or owners. All charges shall be approved by a 2/3 majority of the total Committee, and owners to be charged shall be given ten days written notice as to the reason for the charges. Any owner so charged shall have an opportunity for a hearing before the board members of the Association.
- (d) No member of the Association or the Committee shall incur any liability whatsoever to any owner, or other party aggrieved or injured, on account of the grant of a release, waiver or variance by the Committee. The Committee may, by its signed written instrument, waive, release or vary any provision of these restrictions. They may impose on the lot involved in such release such additional or altered covenants as they deem proper and appropriate in the circumstances. Each owner agrees by accepting title, or any interest in any lot, that the members of the Association and the Committee shall be immune from suit or liability.

## ARTICLE FIVE: DURATION, AMENDMENTS, AND ENFORCEMENTS

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### 5.1 Duration.

The covenants, restrictions and obligations of this declaration shall run with and bind the land for a term of twenty five years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten years, unless amended as set forth in 5.2.

### 5.2 Amendments.

This declaration may be amended at any time by written agreement of ~~51% of the owners of~~ *a majority of the lots in Pine Brook Hills, Units 1-7 (based on one vote per lot owned)*, *to which these amended covenants apply. For lots owned by multiple owners, each owner must sign.* Any amendment must be recorded.

### 5.3 Enforcements.

The Association, and each owner of each lot, by acceptance of a deed conveying any of the lots, or any portion thereof, shall accept title thereto upon and subject to each and all of the restrictions, conditions, covenants and agreements herein contained, and by such acceptance shall, for themselves, their heirs, personal representatives, successors and assigns, covenant, agree and consent to and with the grantees, and subsequent owners of each of the other lots, to keep, observe, comply with and perform such restrictions, covenants, conditions, and agreements thereof. Such restrictions, covenants and agreements are intended and imposed for the direct, mutual and reciprocal benefit of each and all of the lots and subsequent owners thereof, and to create mutual and equitable servitudes upon each of the lots in favor of each other lot, and reciprocal rights and obligations and privity of contract and estate between the grantees of the lots, their respective heirs, successors and assigns.

### 5.4 Inspections.

*The Association shall have the right to inspect the land described and included herein, after reasonable notice to the landowner, for the purposes of enforcing these covenants.*

### 5.5 Attorney Fees.

*If the Association consults with any attorney or participates in any legal action regarding any possible violation of the terms and covenants herein and it is determined by any proper tribunal, arbitrator or court that said terms or covenants were in any manner violated, the owner or owners of any lots for which there was a violation shall be legally liable for any and all of the attorney fees and costs incurred by the Association in connection with such violation.*

## ARTICLE SIX: GENERAL PROVISIONS

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### 6.1 Right of action *through arbitration.*

The Association, or any aggrieved owner, shall have an appropriate right of action against owners or occupants of lots for failure to comply with this declaration or with the decisions of the Association. *Any controversy or claim arising out of or relating to lots for failure to comply with this declaration or with the decisions of the Association shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This right of action shall include the right to obtain in an*

*appropriate court an injunction prohibiting any further work to be performed upon any lot if the Architectural Review Committee finds that said any owner has violated any of terms or conditions of these covenants, said work is being performed without appropriate approval or not according to the plans approved. This right to an injunction shall be available at any time and shall not require any notice to owner including the notice specified in section 4. (c) hereof.*

6.2 Successors and Assigns.

This declaration shall be binding upon and shall inure to the benefit of the declarants, and each owner, and the heirs, personal representatives, successors and assigns of each of them.

6.3 Severability.

Any portion of this declaration invalidated in any manner whatsoever shall not be deemed to affect in any manner the validity, enforceability or effect of the remainder of this declaration, and in such event, all of the other provisions of this declaration shall continue in full force and effect as if such invalid provision has never been included herein.

6.4 No Waiver.

No provision contained in this declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

IN WITNESS WHEREOF, the declarant ~~s have~~ *has* caused this declaration to be executed this ~~26th day of March, 1992~~ *\_\_\_\_\_ day of \_\_\_\_\_, 2010.*

\_\_\_\_\_  
By ~~Ben W. Thompson~~, President Pine Brook Hills, Inc.

ATTEST:

\_\_\_\_\_  
~~Penny Rossetter~~, Secretary Pine Brook Hills, Inc.

Legal Description: *- attached hereto.*

~~Pine Brook Hills, Units 1 through 7, a subdivision of a part of the County of Boulder, according to the plat recorded in Plat Book 8 at pages 33 and 34, 40 and 41, 70 and 71, Plat Book 9, at pages 64 and 65, Plan file R 1-1-6 and 7, Plan file R 1-1-27-28 and 29, and Plan file R 1-1-38 and 39 of the records of Boulder County Clerk and Recorder.~~