



# Acres Green

# Covenant Package

## Architectural Control Committee Guidelines

The Architectural Control Committee (ACC) uses existing covenants as a guide when reviewing architectural changes or new construction requests. Covenants are intended to: a) cover items not covered by county planning and zoning; and b) address issues at a more local level than county planning and zoning regulations.

In addition to covenants, residents are bound by Douglas County building and zoning regulations. Any time a building permit is required the ACC must review the plans and a letter of approval from the ACC must accompany the request for permit from the county.

All new structures including building additions must use materials that are similar to existing buildings in Acres Green. A building permit is required for a new structure with a square footage greater than 119 or any time a structural change to an existing building is planned. The following are additional examples of instances when a building permit is required according to the Douglas County Building:

1. Replacing an existing window with a window of the same size - **a building permit is only necessary** when the window to be replaced is in a bedroom and the replacement is limiting access as a fire escape. **(replacing a window of the same size not located in a bedroom does not require a building permit).**
2. Replacing an existing window with a bay window.
3. Installing a window where none existed, *this usually does not include installing standard octagonal windows.*
4. Replacing an existing windows with French doors.
5. Replacing a sliding glass door with French doors, if the header is changing.
6. Installing siding (check with the building department).
7. Install a bath in the basement.
8. Finish or remodel the basement.
9. Enlarge a window in the basement.
10. Remodel bathrooms or kitchen.
11. Install a skylight.
12. Move a wall inside the house.
13. Add an addition, shed or carport if the square footage is more than 119. Exception - a shed may be added as a temporary structure if it is not anchored to the ground and can be moved from one location to another without dismantling.
14. Building a deck not in setbacks, more than 30 inches off the ground.

In general if the plan for the improvement meets zoning, covenants and uses a similar material to the existing structure, it is likely that the chair will approve the plan without going to the committee. This committee is not interested in causing undo delay when a resident wishes to improve their property.

**The following are some items not covered by the ACC:**

- 1 Installing or replacing storm, screen doors or other existing doors
- 2 Painting - there are no color guidelines
- 3 Replacing gutters and down spouts
- 4 Replacing garage doors and openers
- 5 Replacing sidewalks and driveways
- 6 Installing concrete or brick patios or deck less than 30 inches off the ground
- 7 Replacing an existing window not in a bedroom
- 8 Re-shingling a roof

Covenants should be provided to new homeowners at closing. Additionally, the AGHOA is attempting to provide new homeowners with a copy of their covenants in the welcome package. If you are a home owner and do not have a copy of the covenants for your home, please contact the AGHOA Welcome committee, and a copy will be provided to you.

The following is a slightly condensed version of Acres Green covenants that attempts to provide an overview and quick reference of the covenants for **all filings**. There are 6 filings for the Acres Green Community. For each two filings a set of covenants exists. For example: filings 1 & 2 have one set of covenants, filings 3 & 4 have another set. Each set is very similar to the other, with the exception being primarily the setbacks. For a complete copy of the covenants for your lot contact the Acres Green Home Owners' Association (AGHOA) Welcome Committee or Architectural Control Committee (ACC).

While the Acres Green covenants run with the land and so stay in effect year after year, enforcement of these covenants are up to individual home owners. Home owner can take neighbors to court to sue over infractions to these covenants. The ACC has no funding for enforcement and does not inspect the neighborhood for infractions. The Acres Green Home Owners' Association encourages all home owners to be considerate of their neighbors to prevent any lawsuits resulting from violating these covenants.

## **PROTECTIVE COVENANTS**

1. **LAND USE AND BUILDING TYPES:** All lots are for residential use only. One detached single-family dwelling is permitted on an individual lot, not to exceed two stories in height with a private garage for not- more than three (3) cars. Eight (8)feet in the rear of each and every lot is reserved for an easement for utility and drainage installation and maintenance. No structure, planting nor other material shall be placed or permitted to remain within the easement, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements for which a public authority or utility company is responsible.
2. **DWELLING, SIZE:** The ground floor area of the main structure exclusive of one story open porches and garages shall be not less than 850 square feet for a one story dwelling nor less than 750 square feet on the main floor for a dwelling of more than one story. No dwelling shall be permitted on any lot at a cost of less than (\$17,500.00, based upon cost levels prevailing on the date these covenants (1972 for filings 1 & 2, 1973 for filings 3 & 4)), (\$28,000.00, based upon cost levels prevailing on the date these covenants (1976 for filings 5 & 6)) are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for minimum permitted dwelling size.
3. **BUILDING Location:** All buildings shall be placed on the lot according to the existing building and zoning regulations of the County of Douglas.
  - a. No building shall be located on any lot nearer than (20 feet to the front lot line (for filings 1 through 4), (25 feet to the front lot line for filings 5 & 6), or nearer than 10 feet to any side street line (for all filings).
  - b. No building shall be located nearer than (5 feet to an interior lot line for filings 1 through 4), (8 feet to an interior lot line for filings 5 & 6), except that no side yard shall be required for a garage or other permitted accessory building located 2 feet or more from the minimum set back line. No dwelling shall be located on any interior lot nearer than (15 feet to the rear lot line for filings 1 through 4) (25 feet to the rear lot line for filings 5 & 6).
  - c. For the Purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this does not permit any portion of a building on a lot to encroach upon another lot.
4. **LOT AREA and WIDTH:** No dwelling shall be erected on any lot having a width of (40 feet at the minimum building set back line for filings 1 through 4), (80 feet at the minimum building set back line for filings 5 & 6), nor shall any dwelling be erected or placed on any lot having an area of less than 6500 square feet for filings 1 through 4), (8000 square feet for filings 5 & 6).

5. **NUISANCES:** 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.
6. **TEMPORARY STRUCTURES:** No structure of a temporary character, basement, tent, Shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.
7. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept. Bred or maintained for any commercial purpose.
8. **OIL AND MINING OPERATIONS:** No oil dwelling, oil development operations, oil refining, guar ring or mining operations of any Kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
9. **SIGNS (filings 1 through 4) and ANTENNAS (filings 5 & 6):** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot and except one sign of not more than five square feet advertising the property for sale or rent. Signs used by a builder to advertise any property during the construction and sales period are permitted. (External antennas shall not extend more than 10 feet above the peak of the roof of any building to which they are attached without prior approval of the Architectural control committee. Filings 5 & 6 only)
10. **MOBILE HOMES:** No one shall be allowed to live in a mobile home or camper on any lot. However, the storage of a camper or mobile home shall be permitted.
11. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and it shall not be kept, except in sanitary containers. All equipment for the storage of or disposal of such material shall be kept in a clean and sanitary condition.
12. **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with the existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be provided as in Paragraph 13.
13. **ARCHITECTURAL CONTROL COMMITTEE:**
  - d. **MEMBERSHIP:** The architectural control committee chairperson is: Cecilia Pederson,  

A majority of

the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the member's of the committee or its designated representatives shall, be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
  - e. **PROCEDURES:** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will be required and the related covenants shall be deemed to have been fully complied with.
14. **SIGHT DISTANCE AT INTERSECTION§:** No fence, wall or hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed, by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded

property corner, from the intersections of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. **FENCES, WALLS OR HEDGES:** In addition to those restrictions imposed in Paragraph 14 above, the following restrictions shall apply to the erection and maintenance of fences and walls and to the planting of hedges: No fence or wall shall be permitted nearer the front lot line of any lot than the front wall of any building on said lot; and no fence, wall or hedge shall be permitted which extends into the County Road right of way to the front of any lot or to the side of any corner lot. (Filings 5 & 6 only)
16. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
17. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.
18. **SEVERABILITY:** Invalidation of anyone of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

**AMENDMENT 1** to Protective Covenants dated (Sept. 11, 1972 filings 1 through 4) (June 8, 1976 filings 5 & 6)

1. All lots are subject to Public Service Company tariffs relating to street lighting in this subdivision. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

**AMENDMENT 21 TO PROTECTIVE COVENANTS** filings 5 & 6 only dated April 20, 1977

1. Individual lot owners are responsible for the maintenance of both natural and engineered drainage contours upon their lots, which have been maintained or constructed in such manner as to direct water away from dwelling foundations and to minimize the impact of water flowing onto adjoining or adjacent lots. Before any landscaping, excavation or filling is performed upon any lot within the area of application of this covenant, which will cause any material change to said contours, plans for such landscaping, excavation, or filling shall be submitted to the Architectural Control Committee and such landscaping, excavation or filling shall not be performed until such plans have been approved by said Committee. The committee shall have sole discretion to determine if said landscaping, excavation or filling will cause a material change to said contours and shall have the power to seek to enjoin such material change if plans for the same shall not have been submitted to and approved by the Committee prior to the commencement of such landscaping, excavation or filling.
2. Lawn or garden sprinkler systems shall not be installed upon a lot at a distance of less than five (5) feet from any dwelling foundation wall.