

State of Colorado

BEFORE THE BOARD OF DIRECTORS OF THE HIWAN HILLS IMPROVEMENT  
ASSOCIATION

Resolution adopting Amended  
and Restated Covenants

**RESOLUTION OF THE BOARD OF DIRECTORS**

**WHEREAS**, the Board of Directors of the Hiwan Hills Improvement Association (HHIA) representing Blocks 1-8 has submitted the Amended and Restated Covenants attached as Exhibit A to the HHIA Owners entitled to vote for approval; and

**WHEREAS**, at the mail ballot election held during Month\_Year\_of Owners voted in favor of the adoption of the Amended and Restated Covenants, and of said Owners voted against adoption.

**WHEREAS**, the approval of the Owners is required and has been obtained for the adoption of the Amended and Restated Covenants.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of HHIA that the Amended and Restated Covenants are adopted this day of Y and shall hereafter be enforced in accordance with their terms and the provisions of Colorado law.

**FURTHER**, the President of the HHIA Board of Directors is authorized and directed to record the Amended and Restated Covenants attached as Exhibit A in the office of the Jefferson County Clerk and Recorder, and the Secretary of the HHIA Board of Directors is authorized and directed to post a full and complete copy of the Amended and Restated Covenants on the HHIA's website, to notify the Owners of the adoption and effective date of the Amended and Restated Covenants, and maintain copies of the same at the HHIA's principal office.

President

**CERTIFICATION**

The undersigned secretary of the Hiwan Hills Improvement Association certifies that the foregoing Resolution is a true, complete and correct copy of a Resolution of the Board of Directors of the Hiwan Hills Improvement Association adopted by a vote of in favor of adoption, against adoption by the Board at its regular meeting held on Month\_YEAR.

Secretary

*Exhibit A*

**HIWAN HILLS IMPROVEMENT ASSOCIATION  
AMENDED AND RESTATED PROTECTIVE COVENANTS**

On July 24, 1959, Hiwan Hills Improvement Association (hereafter HHIA) was created as a non-profit incorporated organization representing Hiwan Hills Blocks 1-8 subdivision. The Association is governed by these Covenants, its Policies, Rules and Procedures, its Articles of Incorporation and its Bylaws.

The current members of the Association wish to replace in their entirety, the covenants, represented by eight separate Covenant documents, each governing individual Blocks, and file the Amended and Restated Covenants (hereafter "Covenants") governing all eight Blocks under one amended and restated document. Accordingly, upon the filing of these Covenants in the Office of the Clerk and Recorder of Jefferson County, Colorado (the "Effective Date"), the Original HHIA Covenants (8 filings) shall be replaced and superseded in their entirety, and these Covenants shall become effective.

The undersigned Association, desiring to insure the continuity of the Hiwan Hills Community, hereby declares to and for the benefit of all persons who own or may own hereafter from time to time acquire and own a lot in Hiwan Hills, that said ownership and holding of said lots shall be subject to these Covenants, all of which shall be deemed to be appurtenant to run with the land and inure to the benefit of and be binding upon the owners of said lots, their heirs, personal representatives, successors, and assigns.

1. Each and every lot shown on the plats of Hiwan Hills shall be used for a single-family residence only. No structure shall be placed, erected, altered or permitted to remain on any numbered lot other than one detached, single family dwelling, and other out-buildings for incidental residential use. Garages or carports may be constructed, and must conform to the architecture and the general scheme of the existing building thereof.

2. No businesses of any nature shall be conducted on any lot or any residence constructed thereon, provided, however, occupants of residences may conduct business or profession from residence so long as the operation of the business or profession does not regularly require customers or other persons to visit or stay at the residence, or otherwise create an unreasonable disturbance or similar interference with adjacent lot owners' property, create excessive traffic, or the right of the occupants of such property to the quiet enjoyment thereof. No noxious activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, sheep, goats, pigs, rabbits, poultry, or other livestock of any description shall be kept or maintained on any part of any lot. Per Jefferson County permit regulation, egg laying chickens are permitted with an approved County permit. Residents may keep dogs, cats, or other animals which are bona fide household pets so long as such pets are not kept for commercial purposes, or create an unreasonable disturbance to the quiet enjoyment of

other residences.

3. Short term rentals, defined as a period of less than 30 consecutive days, of any house within the Hiwan Hills community are hereby prohibited. No part of this covenant shall be construed to prohibit the rental of a house for a period of 30 days or greater, recognized as a traditional house rental.

4. No building or structure shall be erected, placed or altered on any lot that does not conform with all Jefferson County ordinances, regulations or requirements.

A. The plans, specifications and other supporting documents would conform to the general scheme of the other homes in Hiwan Hills, and would not lessen the attractiveness of Hiwan Hills in relationship to the homes in the vicinity thereof.

B. The plans, specifications and other supporting documents supplied by the owner taken as a whole would promote safety, property values and welfare of the present and future inhabitants of Hiwan Hills, and that the building or buildings proposed to be built would not cause undue congestion and would conform with all Jefferson County regulations and requirements including but not limited to; setbacks, footprint, building envelope, additional structures and land use, and would not cause other property owners to be denied light and air or other dangers consistent with the Hiwan Hills neighborhood.

5. During construction, no temporary house, trailer, tent, garage or out-building shall be placed or erected upon any part of any lot and occupied, and no residence placed or erected on any lot shall be occupied prior to there being a County issued "Certificate of Occupancy" nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions, and restrictions contained herein; provided, however, that during the actual construction of any improvement on any lot, necessary temporary buildings for the storage of materials may be erected and maintained by the person doing such construction.

6. Every building, structure, fences or other improvements, except within the building envelopes as shown on the recorded plot of Hiwan Hills Blocks 1-8, shall be in accordance with Jefferson County setback requirements. Any variance from MR-1, MR-2 or Planned Development setback requirements must be approved by the Jefferson County Planning and Zoning Board.

7. Any residence placed, erected, or maintained upon any lot shall be entirely constructed thereon, and be considered a permanent structure.

8. All dwellings must make use of available public sewers thereof. No outside toilets shall be placed on any lot except during a period of construction or remodeling.

9. No new derrick, pump or other structure designed for the use of boring for water, oil, or natural gas shall be erected, placed or permitted upon any lot, nor shall any water, oil or natural gas be produced or extracted thereof.

10. No billboard or other advertising device shall be erected or permitted on any lot nor shall anything be done or permitted on any lot which would deface or mar the natural scenery thereon other than:

- A. A name plate for the occupant and a street number.
- B. "For Sale" signs.
- C. Signs denoting no solicitors, no trespassing, no hunting, or name of security service, no larger than one square foot.
- D. American or service flags in a manner consistent with federal, state or local law.
- E. Political signs of a size, nature, and for a duration consistent with federal, state or local laws.

11. All elevated tanks for water collection must be installed out of view for neighbors or passersby.

12. Owners will take reasonable measures to conceal clotheslines, garbage cans, storage piles, utility trailers, and similar items from view of adjacent lots. If concealment is not practical, limit the view from adjacent lots.

13. Each lot, and the improvements thereon, at all times shall be kept in a clean, sightly and wholesome condition. No trash, junk, lumber or other building materials shall be permitted to remain exposed on any lot so as to be visible to any adjoining lot or road, except as is necessary during the period of construction. No unlicensed vehicle not in use shall remain on any lot. Occupants may park, on the street adjoining their property, an automobile, trailer or recreational vehicle on a temporary basis, for a period not to exceed 14 days, as counted in any consecutive 6 month period. The Board may extend such storage period for an additional 14 days, for a total of 28 days, as counted in that same consecutive 6 month period.

14. In the event that a structure is destroyed, wholly or partially by fire or other casualty, said structure shall be properly rebuilt or repaired to conform to this declaration or, all the remaining structure, including the foundations and all debris shall be removed from the lot.

15. Each lot shall, at all times, be kept clear of noxious weeds, as defined by relevant Jefferson County ordinance or regulation, and other unsightly growth, and any and all

landscaping that becomes objectionable to the adjoining lots.

16. No lot shall be subdivided, except for the purpose of combining portions with an adjacent lot, provided that no additional lot or building site is created thereby. Any ownership or single holding by any person comprising the whole of one lot and part or parts of more adjoining lots shall, for purposes of these covenants and restrictions, be deemed a single lot. Not less than one entire lot as originally platted shall be used as a building site.

17. Easements and rights of way in perpetuity are hereby reserved for the erection, construction, maintenance, and operation of wires, cable, pipe, conduits, and apparatus for the transmission of electrical current, telephone lines, fiber optic cable, television cable, water, natural gas, sewer lines, or for the furnishing of other utility purposes together with the right of entry for purpose of installing, maintaining, and reading gas, electric, and water meters and other apparatus; provided however, the owner hereby reserves to itself, its successors and assigns, the right to vacate the easements along any interior side lot lines if two or more adjoining lots are used as a single dwelling site.

18. No tree with a diameter at the base exceeding six (6) inches shall be removed from any lot except for the following circumstances:

A. The removal is part of a defensible space or fire mitigation plan developed by the owner following guidelines by the Fire Department, Colorado State Forest Service, Jefferson County or any other entity recognized to prepare such guidelines.

B. The removal is of a tree that is dead, or in an obvious state of serious decline due to neglect, disease or other causes, reasonably certain to result in the tree's demise, or of a tree that poses an obvious threat to an improvement.

C. The removal of a tree that is infected with Mountain Pine Beetle, mistletoe, or other damaging insects or infestation which can spread to other trees within the property and adjoining properties.

19. The covenants contained herein are for the benefit of each and all of the lots in Hiwan Hills, and shall be binding upon the owners of said lots and all persons claiming by, through and under said owners in perpetuity. These covenants shall constitute running with the land thereof. Each purchase of lots included within this declaration, by acceptance of a deed to the same, shall be subject to each and all of the restrictions, conditions, covenants, and agreements contained herein. The covenants shall continue to be binding upon the owners of said lands and all persons claiming by, through and under said owners in perpetuity. However, that the owners of the lots in Hiwan Hills may by instrument in writing duly signed, acknowledged and recorded in the Office of the Clerk and Recorder of Jefferson County, change, revoke, alter or amend these Protective Covenants in whole or in part by a

positive vote, in person or by written proxy, of the owners of at least fifty one percent (51%) of the lots subject to these covenants.

20. In the event any one or more of the provisions, conditions, restrictions, or covenants herein shall be held by any court of competent jurisdiction to be null and void, all remaining restrictions and covenants herein set forth shall remain in full force and effect.

21. Any violation of the provisions, conditions, or restrictions contained herein shall warrant the HHIA or any lot owner to apply to any court of law or equity having jurisdiction thereof for an injunction or proper relief in order to enforce same in the Court, and, in its discretion, may award the plaintiff his court costs and reasonable attorney's fees. If a situation does not involve an imminent threat to the health or safety of the owners of lots, in any dispute between the HHIA or other lot owner against an owner for violation of a covenant, the parties shall make best efforts to first make use of reasonably available public or private resources for alternative dispute resolution, including without limitation, the resources offered by the Office of Dispute Resolution within the Colorado judicial branch, through its website or otherwise. No delay on the part of the HHIA or any other person in the exercising of any right, power, or remedy contained herein shall be construed as a waiver thereof or an acquiescence therein. Various rights and remedies of all persons hereunder shall be cumulative and the HHIA or any other property owner may use any or all of said rights without in any way affecting the ability of the HHIA or any other property owner to use or rely upon or enforce any other right.

22. Hiwan Hills Improvement Association reserves the right to grant reasonable variance or adjustment to these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships. Such variances or adjustments shall be granted only if the granting is not materially detrimental or injurious to any other property or improvements of the neighborhood and does not defeat the general intent and purpose of these Protective Covenants.