AMENDED AND RESTATED

DECLARATION OF COVENANTS,

REGULATIONS, RULES, AND GUIDELINES

FOR

BELLEVIEW ACRES HOMEOWNERS ASSOCIATION

SEPTEMBER 2026

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SECTION 1
INTRODUCTION

Belleview Acres is a planned community with established protective covenants, regulations, and rules to ensure that the character of the neighborhood is maintained. To this end, the Belleview Acres Homeowners Association (BAHOA) Board of Directors and Architectural Control Committee (ACC) have updated the following Covenants, Regulations, Rules, and Guidelines for your use in planning any future projects on your property here in Belleview Acres.

These updates were necessary to bring our governing documents into compliance with pertinent sections of the Colorado Revised Nonprofit Corporation Act, the Colorado Common Interest Ownership Act, Senate Bill 24-021, and Jefferson County Regulations. They were also necessary to remove unreasonable restrictions on our community, remove developer "boilerplate" language that is no longer applicable to our community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do not comply with current state law, add provisions that provide the proper tools for the Association to effectively solve problems, and add provisions to provide the Association with sufficient power to create and successfully enforce Covenants, Regulations and Rules.

This document is organized into 8 sections, beginning with this introduction. Section 2 provides a brief background of our community and historical enforcement of our covenants, regulations, and rules. Section 3 presents a consolidation of our restrictive Covenants and amendments thereto. Section 4 then discusses how the Covenants, along with additional Regulations, Rules, and Guidelines are to be applied to future projects on your property. Members are encouraged to utilize Section 4 for information on Covenants, Regulations, Rules, and Guidelines as it is indexed by topic and includes specific references to the consolidated Covenants. Section 5 addresses design review procedures, including required information for ACC applications and approvals. A Project Application Form is included at the end of that Section. Section 6 addresses grievances. Sections 7 and 8 present policies for Violations and Enforcement, and Collections, respectively. Before any change to a property or exterior of a building is commenced, **written approval from the ACC is required**. It shall be the philosophy of the ACC that all of the protective Covenants, Regulations, Rules, and Guidelines (see Sections 3 and 4) shall be adhered to. The information in Section 4 (Regulations, Rules, and Guidelines) is organized in a manner that is intended to help communicate applicable requirements and restrictions for homeowners who are applying for a project, and volunteer ACC members who are reviewing/approving an application. To allow ACC members sufficient time to carefully review your plans, please submit all required information on the Project Application Form (Section 5) a minimum of 3 weeks before your expected start date.

Thank you, and feel free to contact any member of the Belleview Acres Board or ACC if you have any questions or concerns.

SECTION 2
BACKGROUND

On June 16, 1976, Gerber Construction as Declarant submitted the first Declaration of Covenants and Restrictions for what at the time was known as Belleview Acres. That document was recorded in the office of County Clerk and Recorder of Jefferson County on June 21, 1976 at Reference No. 794375 in Book 2866 at Page 812. The purpose of the document was part of the process of conveying the sale of the properties described below.

> Lots 9, 10 and 11, Block l; Lots 1 to 9, Block 2; Lots 1 to 20, Block 3; Lots 1 to 8, Block 4; Lots l to 7, Block 5; Lots 1 to 30, Block 6; Lots 1 to 9, Block 7; Lots 1 to 10, Block 8 and Tract C, BELLEVIEW ACRES, County of Jefferson. State of Colorado.

On July 5, 1979, Faydon Enterprises, Inc., a Colorado corporation, as the owner at that time of the properties described above, submitted additional Covenants and Restrictions, again for the purpose of conveying the sale of the properties and for the development and improvement of the properties. This document caused the Briarwick Homeowners Association to be created. The real property described in that certain Declaration of Covenants and Restrictions for Briarwick was recorded in the real property records of Jefferson County, Colorado at Reference Number 79062107. Those Covenants and Restrictions were amended and supplemented by the following:

1. Amendment of Covenants and Restrictions by Barcewski Construction for Briarwick HOA recorded in the real property records of Jefferson County, Colorado at Reference No. 82031462 on May 10, 1982; and other documents of record (collectively, the "Original Declaration") to its covenants, conditions and restrictions;
2. Vacation of all Equestrian and most Pedestrian Easements throughout the neighborhood, as certified in Vacation Resolution V6-5-87, approved by the Board of County Commissioners on June 23, 1987 and recorded with Jefferson County, Reception Number 8770834319;
3. Amendment of Covenants and Restrictions by Briarwick Homeowners Association (a Colorado nonprofit corporation) made on May 17, 1997. This amendment codified approval of outbuildings for use as a tool shed, workshop, play house, greenhouse, or the like. This Amendment was notarized although not recorded in the records of Jefferson County, Colorado; and,
4. On March 3, 2005, the Treasurer of the Board of Directors of the Briarwick HOA filed a notice with the Colorado Secretary of State to change the entity name of the "Briarwick Homeowners Association" to "Belleview Acres Homeowners Association" (Entity ID #19901081039).

Between 1979 and 1995, the Briarwick HOA had been active only intermittently, with the last five years from 1990 to 1995 being the most continuously active period since its inception. During the earlier years, application and enforcement of the general conditions,

stipulations and protective covenants were erratic and, in many instances, inconsistent. Recognizing this history, and presuming that earlier homeowners acted in good faith to follow whatever policies and procedures existed at the time, in 1995, the Board and ACC "grandfathered" permanent structures (including fencing, tool sheds, and play houses) and landscaping that were completed by 1 November 1995, despite the argument that these structures or landscaping might be inconsistent with the covenants, regulations, and rules. Similarly, the 1995 Board and ACC "grandfathered" structures or landscaping that were currently under construction, if such structures or landscaping complied with a plan that was approved by a predecessor ACC.

The Owners within the Belleview Acres HOA community have amended and restated the Original Declaration and subsequent Amendments by virtue of this Amended and Restated Declaration of Covenants, Regulations, Rules, and Guidelines for Belleview Acres Homeowners Association ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded Declarations, Amendments, and Supplements thereto shall be superseded and replaced by this Declaration.

The amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome.

The Covenants, Regulations, Rules, and Guidelines presented in these Amended and Restated Covenants, Regulations, Rules, and Guidelines apply to changes or improvements that were initiated after 1 November 1995, or had received plan approval from an ACC that was in place any time before or after 1995. This also applies to non-permanent structures such as satellite dishes, motorhomes, boats, and recreational vehicles.

Owners of two-thirds of the Sites and a reasonable attempt to obtain 100% of the first mortgagees of such signing Owners have approved this Declaration.

SECTION 3
COVENANTS

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) **Property**. All such existing properties and the additions thereto as are subject to this Declaration or any Supplemental Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon as is provided in Article II hereof.

(b) **Lot**. Any plot of land shown upon any recorded Plat of the Property with the exception of Common Areas.

(c) **Site**. Any lot or combination of continuous lots or any combinations of continuous parts of lots on the properties which constitutes an individual residence site.

(d) **Residence**. The single-family dwelling structure and improvements built on a Site for residential occupancy.

(e) **Real Property Interest.** The Site, together with all the improvements thereon and appurtenant rights thereto.

(f) **Owner, Homeowner, or Member**. The owner of record title, whether one or more persons or entities, of any Site situated upon the Property which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(g) **The Act, or CRNCA**. Colorado Revised Nonprofit Corporation Act.

(h) **CCIOA**. Colorado Common Interest Ownership Act .

(i) **Architectural Control Committee or ACC**. The committee appointed by the Association Members for the purpose of implementing the architectural review provisions of this Declaration and architectural guidelines for the Community to ensure proper use, appropriate improvement, and harmonious additions, alterations and improvements within the Community.

(j) **Assessment**. Common Expense Assessments and any other expense levied to Lots pursuant to this Declaration or the CCIOA, including interest, late fees, attorney fees, fines, and costs.

(k) **Association**. Belleview Acres Homeowners Association, a Colorado nonprofit corporation, and its successors and assigns.

(l) **Board or Board of Directors**. The body, regardless of name, designated in the Governing Documents to act on behalf of the Association. ACC members are part of the Board of Directors.

(m) **Common Area**. All real property owned or maintained by the Association for the common use and enjoyment of the Owners, if any.

(n) **Common Expenses**. All expenditures made and liabilities incurred by or on behalf of the Association, together with any allocation by the Association to reserves.

(o) **Community or Belleview Acres**. Planned community known as "Belleview Acres (f/k/a Briarwick)," and the real property subject to this Declaration and as further defined by the recorded Plats and the legal descriptions contained in this Declaration, and the Members of the Association.

(p) **Declaration**. Amended and Restated Declaration of Covenants, Regulations, Rules, Guidelines, and Master Declaration for Belleview Acres, as amended, recorded in the office of the Clerk and Recorder of Jefferson County, Colorado.

i. **Covenants**. A set of legally binding rules and restrictions outlined in a document called the Declaration of Covenants, Regulations, Rules, and Guidelines (CRRG). They are designed to protect property values and maintain a consistent standard of living within a community and cover aspects including, but not limited to property maintenance, architectural decisions, pet ownership, parking, and fees. Covenants are enforceable including penalties for infraction thereof.

ii. **Regulations**. Regulations are rules required by Colorado law and included in the CRRG. Regulations are enforceable including penalties for infraction thereof.

iii. **Rules**. Rules are the governing documents that the Association creates in addition to the Covenants to manage the community. These rules are included in the CRRG, which detail what residents can and cannot do with their property. The primary purpose of rules is to maintain community standards, preserve property values, and ensure a high quality of living. Rules are enforceable including penalties for infraction thereof.

iv. **Guidelines**. Guidelines are recommendations to maintain community standards, preserve property values, and ensure a high quality of living. Guidelines are not enforceable.

(q) **Governing Documents**. The legally binding rules including, but not limited to, this Declaration, Plat, Articles of Incorporation, Bylaws, Regulations, Rules, and Guidelines of the Association and those listed in the definitions below that form a contractual agreement, defining the structure, operations, and behavioral standards for a homeowners' association, outlining homeowner rights/responsibilities, property use, fees, and how the community is managed, ensuring orderly function and consistency. All of the foregoing may be amended from time to time.

(r) **Pet**. Cats, dogs, birds, reptiles or other household animals, as may be further defined in or supplemented by the Regulations and Rules.

(s) **Plat or Map**. Plat(s) and/or map(s) of the Property and improvements that are subject to this Declaration and which are designated in the Plat or Map recorded in the records of the Office of the Clerk and Recorder of Jefferson County. More than one plat, map or supplement may be recorded, and if so, then the term "Plat" or "Map" shall collectively mean and refer to all of such plats, maps and supplements thereto.

(t) **Accessory Dwelling Unit (ADU)**. Accessory Dwelling Units (ADU's) are allowed by Colorado Law. ADU's must comply with C.R.S. 29-35-401 through 405 and with any additional rules set forth by Jefferson County Planning and Zoning.

(u) **Limited Expense Community (LEC)**. Under Colorado law (C.R.S. § 38-33.3-116), an LEC is a planned neighborhood where the governing declaration caps annual common expense assessments at a low baseline amount, making it largely exempt from most rules in the Colorado Common Interest Ownership Act (CCIOA). A Limited Expense Community is only required to comply with Sections C.R.S. 38-33.3-105 through 38-33.3-107 of the CCIOA.

(v) **Recreational Vehicle**. Colorado Revised Statutes 24-32-902 defines a recreational vehicle as a vehicle designed primarily as temporary living quarters for recreational, camping, travel, or seasonal use, which either has its own motor power or is mounted on or towed by another vehicle.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is held, transferred, sold, conveyed and occupied subject to this Declaration is located in Jefferson County, Colorado, and is more particularly described as follows:

> All of the property described in the plats filed for record identified as BELLEVIEW ACRES, recorded in Plat Book 7 at Page 29, in the records of the County Clerk and Recorder of Jefferson County, Colorado.
>
> Specifically Lots 9, 10 and 11, Block l; Lots 1 to 9, Block 2; Lots 1 to 20, Block 3; Lots 1 to 8, Block 4; Lots l to 7, Block 5; Lots 1 to 30, Block 6; Lots 1 to 9, Block 7; Lots 1 to 10, Block 8 and Tract C, BELLEVIEW ACRES, County of Jefferson. State of Colorado.

and of which real property shall hereinafter be referred to as "Existing Property".

ARTICLE III

GENERAL CONDITIONS, STIPULATIONS AND PROTECTIVE COVENANTS

1. All sites in said subdivision shall be for residential purposes only and no improvements shall be erected or placed on any site other than a private single-family dwelling, together with a private attached garage except for Accessory Dwelling Units (ADU's) allowed by Colorado Law. Construction of an ADU must comply with C.R.S. 29-35-401 through 405 and with any additional rules set forth by Jefferson County Planning and Zoning.
2. No primary dwelling shall be permitted on any lot at a cost of less than $18,000 based upon the cost level prevailing on the date the original covenants were recorded in June, 1976 and adjusted for inflation to the current date of construction, it being the intention and purpose of the Covenants 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 the minimum structure. The minimum size of dwelling, being exclusive of porches and garages, shall be not less than 1,500 square feet for one-story dwelling, nor less than 1,550 square feet on the main and upper level of a split-level dwelling, nor less than 900 square feet on the first floor for a dwelling of more than one story.
3. No exterior addition or alterations to any exterior improvements or changes in fences, walls or other structures shall be commenced, erected, or maintained until and unless the plans and specifications show the nature, kind, shape, height, materials, floor plans, exterior color scheme and location of such structure and the grading plan and finished grade elevations of the site to be built upon shall have been submitted to and approved by the ACC and a copy thereof are finally approved and logged permanently with said Committee.
4. No landscaping on any site shall be done until a landscaping plan shall have been submitted to and approved by the ACC. Such ACC shall have the right to refuse to approve any such plans and specifications or grading or landscaping plans which are not suitable or desirable in the ACC's opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading and landscaping plans, the ACC shall have the right to take into consideration the suitability of the proposed building or other improvements and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the residence structure of other improvements as planned on the outlook from the adjacent or neighboring property, and with the general residence plan of the properties. All subsequent additions to or changes or alterations in any residence, fence, wall or other structure, including exterior color change and all subsequent additions to or changes or alterations in any grading or landscaping plans shall be subject to the prior approval of the ACC.

   (a) The ACC's approval or disapproval as required in these Covenants shall be in writing. In the event the ACC fails to approve or disapprove within 45 days

after plans and specification have been submitted to, then approval will be deemed to have been given and construction may be started provided no suit to enjoin the construction was commenced during said 45-day period.

5. A trade or business activity conducted, carried on or practiced on any site or in a residence shall only be by the owner of the site. The owner shall not suffer or permit any activity that will constitute a nuisance in law or that will detract from the residential value of said site or the other sites, including, but not limited to excessive vehicle storage, constant customer traffic, excessive noise or nuisance. Commercial signage shall be limited to a single sign not more than six (6) square feet. No business activities are permitted in Common Areas.
6. No animals, livestock, horses or poultry of any kind shall be raised, grown, bred, maintained or cared for within the subdivision. An owner of any site may maintain, keep and care for a reasonable number of domestic, ordinary household pets.
7. All tanks for fuel will be buried or completely screened from public view.
8. No house trailer, modular building, temporary structure, shack, detached garage, or barn shall be permitted on a site. An outbuilding (structures not attached or joined to the primary residence) shall be allowed for use as a tool shed, workshop, play house, greenhouse, ADU, or the like. The ACC is empowered to adopt the following limitations concerning outbuildings and ADU's:

   (a) No outbuilding, with exception of a properly permitted ADU, shall exceed an area (plan view) of 220 sq. ft., including any porch, awning or other partially overhanging part of the structure, except for soffits as part of the contiguous roof.
   (b) Architectural design and construction materials shall be consistent with those of the primary residence.
   (c) No outbuilding, with exception of a properly permitted ADU, shall serve, even temporarily, as a separate or secondary residence, or guest house, and therefore shall not be occupied overnight by any person.
   (d) No portion of any outbuilding or ADU shall be located forward of any dimension of the primary residence, when viewing the primary residence from the street, or in the case of corner lots, from either street.
   (e) No outbuilding shall be built for the purpose of boarding or raising of animals or livestock for any commercial purpose, except for shelter for the property owner's personal pets.
   (f) No more than one outbuilding plus a properly permitted ADU shall be placed upon a site.
   (g) No outbuilding or ADU shall be constructed unless and until drawings of the proposed structure are submitted to and approved by the ACC. Additionally, ADU's must provide documentation that must comply with C.R.S. 29-35-401 through 405 and with any additional rules set forth by Jefferson County Planning and Zoning. Submittals shall be in strict accordance with the design review procedures described in the Section 5 of this Declaration.
   (h) No outbuilding or ADU shall be considered by the ACC unless the owner's

proposal package contains, at a minimum:

i. For ADU's, all documentation complies with C.R.S. 29-35-401 through 405 and with any additional rules set forth by Jefferson County Planning and Zoning.
ii. A letter or other written correspondence which states the purpose of the outbuilding and the planned time duration for the total design and construction including landscaping; not to exceed a ninety-day (90) day construction schedule. If construction continues beyond 90 days for circumstances beyond control of a Member, then construction must show continued weekly progress. Continued construction of interior projects that necessitate use of a dumpster stored in view of the street beyond 90 days must provide weekly progress updates to the ACC.
iii. A plot plan of the entire property, drawn to scale.
iv. Both a plan view and at least one elevation view of the outbuilding or ADU itself, drawn to scale.
v. Foundation/footing and other construction details, schedules and/or bills of material of the complexity normally submitted to obtain a building permit from the local building code jurisdiction.

(i) The Association entrusts the ACC with the right to determine that any outbuilding or ADU will be consistent in design to the primary residence. In so doing, the ACC may ask the owner for more detail, if, from the documents presented, it is not possible to reasonably determine that the outbuilding or ADU will indeed be consistent in design to the primary residence.

9. No house trailer, camping trailer, boat trailer, hauling trailer, running gear, or boat or accessories thereto, commercial truck or van of any type, recreational vehicle, or trailer shall be parked, stored or maintained on any site, including the streets adjoining the site, unless the same is stored, parked or maintained wholly within the garage area of the improved site, with the garage door closed or in the side or back yard concealed from the street by means of a fence or other acceptable screen in a closed position when the same are stored therein. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residence or owners of the residence, contractors requiring a commercial vehicle for work within the property, or Members that own and utilize a one ton or less commercial vehicle (e.g., Ford F350) as part of their work or business and uses it on a daily or weekly basis and parks it in their driveway.
10. Contractors may maintain trucks, equipment, advertising signs and other facilities reasonably necessary, appropriate, or customarily used or required during the construction and re-development and sale of sites and residences.
11. Except as is otherwise provided herein, signs of any kind displayed to the public view on any site shall be not more than six (6) square feet. Multiple signs on the same subject are not allowed.
12. No garbage, refuse, rubbish or cuttings shall be deposited on any street or lot unless placed in a suitable container suitably located.
13. No building materials of any kind or character shall be placed externally upon any

lot except in connection with construction approved as hereinafter provided. As soon as building materials are placed externally on any lot in such connection, construction shall be promptly commenced and diligently prosecuted.

14. Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.
15. No oil drilling, oil development operations, oil refining, quarrying 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 derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
16. On any corner lot on which a setback line is established by this Declaration, no well, fence or other structure shall be erected and no hedge, shrubbery or other growth shall be maintained in such location between such setback line and street line so as to cause danger to traffic.
17. No noxious or offensive activity shall be carried on upon any site, either as a hobby or a business, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
18. The Covenants, Regulations, Rules, and Guidelines of this Declaration shall run with and bind the land, and shall inure to the benefit of the Owner and be enforceable by the Owner of any land subject to this Declaration, their respective legal representative, heirs, successors, and assigns for a period of twenty-five (25) years from the date of recording hereof, after which time the same shall be automatically extended for successive periods of ten (10) years; provided however, that the Owners of two-thirds of the Sites may sign and record an instrument amending or supplementing this Declaration in whole or in part at any time subject to the written approval of any first mortgagees of such signing Owners; provided further, however, that no such amendment shall be effective unless written notice of the proposed amendment is sent to every Owner at least thirty (30) days in advance of recording the amendment; provided further, that no amendment shall adversely affect the title or rights or interest of any Owner in his Site, his residence, Real Property Interest, and other appurtenant rights in the Properties.
19. Any notice required to be sent to any owner under the provisions of this Declaration shall comply with the current pertinent rules of the CCIOA and recent legislation, including HB24-1233 and HB22-1137.
20. Enforcement of Covenants, Regulations, and Rules shall comply with Colorado Law per the strict, formalized procedures to enforce covenants, regulations, and rules under the Colorado Common Interest Ownership Act (CCIOA) and HB-1137. The omission or failure to enforce any Covenant set forth in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.
21. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or work in any other circumstance shall not be affected thereby.

22. That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

ARTICLE IV

ADDITIONAL CONDITIONS AND STIPULATIONS

Declarant has caused the Association to be incorporated as a nonprofit corporation. Any owner or purchaser of property within the Properties shall be deemed to have assented to, ratified and approved the following duties, rights and powers of said Association:

To collect special assessments from Owners equitably prorated on the basis of number of Sites owned and to collect delinquent assessments by suit or otherwise.

From funds collected to enforce this Declaration or the Original Declaration in any fashion which the Board of Directors deems necessary, including without limitation the seeking of injunctive relief or the collection of damages for any violation.

To expend sums within the expenditure limits as set forth in the Bylaws in carrying out its duty with respect to enforcement of this Declaration including the employment of legal counsel and auditors in connection with the financial and legal matters of the Association.

To file legal protest within the expenditure limits as set forth in the Bylaws, formal or informal, with authorities against the passage by authorities of zoning ordinances or granting of variances concerning any property within a reasonable proximity of the Properties or within the Properties themselves which might affect the value of any Owner's Site therein.

To communicate with the ACC established in the Bylaws and to enforce its decisions as the Board of Directors of the Association deems necessary.

To enforce the Declarations with respect to all of the property as described in Article II above.

SPECIAL ASSESSMENTS

The Board of Directors of the Association shall be authorized to assess the Owners of lots within the Properties on an equitably prorated per Site basis for expenses incurred by the Association in enforcing this Declaration. The Board shall assess only those sums reasonably needed in carrying out the duties, rights and powers of the Association as such are set forth in this Declaration. Notice of any special assessments shall be sent to the Owners twenty days before such assessments are due. In the event an Owner fails to pay such assessments promptly when due, the Association shall have an enforceable cause of action against such Owner for collection of such assessments, together with interest thereon at eight percent (8%) per annum from the date due and reasonable attorneys' fees incurred in collecting such delinquent assessments. Where more than one person owns a Site, any assessment with respect to that Site shall be the joint and several obligations of all Owners of that Site.

EASEMENTS

The utility easements and rights-of-way as shown on the Plat of the Properties are reserved for the purposes thereon, and no improvements, other than fencing, shall be built thereon.

DESCRIPTION AND RESERVATION

Every contract for sale, deed, lease, mortgage, trust deed, will or other instrument may legally describe a site or Real Property Interest by the lot and block number (as shown on the Plat) and by reference to the Plat filed for record. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the Site and the Real Property Interest, but all appurtenant rights, benefits and burdens thereto as created by the provisions of this Declaration, and each such description shall be so construed. This provision shall apply to the Properties as said term is defined in this Declaration.

COST OF PUBLIC STREET LIGHTING

All lots on the Properties are subject to and bound by Xcel Energy tariffs which are now and may in future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The Owner or Owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Xcel Energy rates, rules and regulations including future amendments and charges on file with the Public Utilities Commission of the State of Colorado.

ENFORCEMENT

The failure of any Owner to comply with the provision of this Declaration or the Bylaws and Articles of Incorporation of the Association will give rise to a cause of action in any aggrieved Owner as well as in the Association for the recovery of damages or injunctive relief or both. The omission of failure by the Association or any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter. Per SB 24-021 and C.R.S. 38-33.3-116, the Association is a Limited Expense Community. Item 6.1 (j) in Article VI of the current Bylaws sets forth the qualification. As an LEC, the Association is exempt from the limitations on enforcement set forth in CRS 38-33.3-123.

INVALIDITY

If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

CLAIMS

No claim or cause of action shall accrue in favor of any person in the event of the invalidity of the provision of the Declaration or for failure of the Association or Declarant to enforce any provision hereof. This section may be pleaded as a full and absolute bar to the maintenance of any such claim or case of action.

CAPTIONS

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

SECTION 4
REGULATIONS, RULES, AND GUIDELINES

A. Paint:
   1. Covenants
      (a) See Article III, Item 3.
   2. Regulations
      (a) None.
   3. Rules
      (a) Consistent with the other homes in Belleview Acres.
      (b) Repainting of exterior colors will not require ACC approval if identical to the original color or color combination, and the original color or color combination is consistent with other homes in Belleview Acres. Changing the color scheme requires ACC approval per Article III, Item 3 of the Covenants.
      (c) Colors such as purple, orange, and bright colors (such as fluorescent) are not allowed.
   4. Guidelines
      (a) Repainting of exterior colors identical to the original color combination or to contemporary color palettes is encouraged.
      (b) Light colors generally weather better in our harsh sun than dark colors.
      (c) Repainting the exterior of the home should be performed if exterior paint is showing material signs of aging.

B. Fences:
   1. Covenants
      (a) See Article III, Item 4.
   2. Regulations
      (a) Fence locations must comply with Jefferson County setbacks. See Jeffco Fencing
   3. Rules
      (a) Allowed:
         - Split rail
         - Six-foot privacy fence along a property line that coincides with the border of the Belleview Acres HOA.
         - All setbacks must be identified and approved by the ACC.
      (b) Not Allowed:
         - Cyclone (chain link) fencing (exception: used as a dog run in back of house or property not visible from street and subject to ACC approval).
         - No privacy fence shall be installed along a property line that is internal to our subdivision.
      (c) Maintenance of fences
         - Weathered, in disrepair, or unsafe fences shall be replaced, repaired, or removed.
   4. Guidelines
      (a) Replacement of aging internal privacy fences with split rail fencing is encouraged.
      (b) The ACC will consider fence styles similar in appearance to a split rail fence.

C. Antennas, Satellite Dishes, Aboveground Poles or Wires:
   1. Covenants
      (a) None
   2. Regulations
      (a) As of the recording date of this document, satellite dishes less than 1 meter in diameter are allowed under the FCC Over-the-Air Reception Devices (OTARD) rule. That rule also covers TV antennas and fixed wireless antennas. See OTARD.
   3. Rules
      (a) No exterior mounted radio, short wave, ham radio, television, or other type of antenna shall be permitted except on an interior roof, the elevation of which is lower than the surrounding roof so that such antenna installation is not visible from any other sites, and from the street.
      (b) Any antenna, aboveground pole, or wires shall not be permitted unless and until an ACC application is filed by the homeowner and acted upon by the ACC.
      (c) A maximum of three (3) satellite dishes, each not to exceed 1 meter (39.37 inches) in diameter, may be affixed to the homeowner's primary residence. To the degree possible, such dishes shall be concealed from view of the street.
   4. Guidelines
      (a) HOA Members are encouraged to remove any unused antennas.

D. Boats, Boat Trailers, House Trailers, Motorhomes, Camper, Camper Trailer, Travel Trailer, Recreational Vehicle, or Similar:
   1. Covenants
      (a) See Article III, Sections 9 and 10.
   2. Regulations
      (a) As of the recording date of this document, Jefferson County Regulations strictly prohibit overnight accommodations and full-time living in House Trailers, Motorhomes, Campers, Camper Trailers, Travel Trailers, Recreational Vehicles, or Similar vehicles parked on public property or county streets. See Parking.
   3. Rules
      (a) Living in House Trailers, Motorhomes, Campers, Camper Trailers, Travel Trailers, Recreational Vehicles, or Similar for any length of time is prohibited unless the Member has an open residential building permit for a primary permanent structure on the property.
      (b) Parking of vehicles listed in D above and Article III, Item 9 of the Covenants is allowed if parking for less than 72 hours or a waiver is approved by the ACC.
      (c) Parking of vehicles listed in D above and Article III, Item 9 of the Covenants without currently registered license plates is not allowed.
   4. Guidelines
      (a) None

E. Garage Doors:
   1. Covenants
      (a) None
   2. Regulations
      (a) None
   3. Rules
      (a) All garage doors shall be kept in a closed position so that the contents therein are concealed from view from any other sites, and from the street. Garage doors may be left open if a Member is working in the garage or working outside on the property.
   4. Guidelines
      (a) Garage doors should be kept closed after sunset.

F. Dormant Vehicles:
   1. Covenants
      (a) See Article III, Section 5.
   2. Regulations
      (a) As of the recording date of this document, Jefferson County requires all stored or dormant vehicles to be registered and display current license plates. See Registration. If a dormant vehicle is inoperable (wrecked, disassembled, or incapable of self-propulsion), state law under HB 22-1388 requires owners to pay an annual Specific Ownership Tax (SOT) to obtain an identifying decal.
      (b) Under state rules (HB 22-1388), you must pay the SOT for inoperable vehicles and display the decal on the vehicle while you repair it. Once it is working, you must officially register it through your local county motor vehicle office to avoid late fees.
      (c) Inoperable vehicles cannot be legally parked or stored on any public street, highway, or right-of-way. See Vehicles.
      (d) Abandoned, stripped, or inoperable vehicles cannot be left exposed on residential property. See Vehicles.
   3. Rules
      (a) The following conditions are prohibited:
         - Vehicles parked on non-driveway areas of the property. Allowable parking areas shall be inside a garage or outside on a paved, concrete, gravel, or any other parking surface approved by the ACC, that is intended for vehicle parking.
         - Vehicles without currently-registered license plates.
         - Vehicles that are not road-worthy, as determined by the ACC.
         - Car covers, unless first approved by the ACC prior to their being utilized.
   4. Guidelines
      (a) There is only a 3-foot designated shoulder on curbless streets. For safety reasons, overnight parking on curbless streets is discouraged.
      (b) A temporarily inoperable vehicle may be parked in a Member's designated parking area for no more than 30 days.

G. Animals, Birds, or Insects:

1. Covenant
   (a) See Article III, Item 6.
2. Regulations
   (a) As of the recording date of this document, Jefferson County Planning and Zoning for Belleview Acres allows for a combined total of up to 3 cats, dogs, potbelly pigs & similar domesticated animals over the age of six months. Litters of puppies and kittens may be kept until weaned. See Animals.
   (b) Jefferson County Planning and Zoning for Belleview Acres allows up to 6 chickens/ducks (no roosters) and 2 bee hives. See Animals. The restrictions in Covenants Article III, Section 6, and in Rules part 3 (b) below are more restrictive with respect to poultry.
   (c) Belleview Acres is not zoned for large animals such as horses so no large animals are allowed. See Animals.
3. Rules
   (a) Domestic beekeeping, defined as the care, manipulation, and management of all life-stages of the honey-producing insects of the genus and species Apis Mellifera for non-commercial purposes is allowed subject to the following standards:
      - Homeowners may keep a maximum of four (4) colonies on their property. All bee colonies shall be kept in hives with removable combs, which shall be kept in sound and usable condition.
      - All hives must meet local regulations regarding setbacks including, but not limited to, placing all hives at least fifteen feet (15') from any adjoining residential property with the back of the hive facing the nearest adjoining property.
      - In any instance in which a colony exhibits aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition towards swarming, it shall be the duty of the beekeeper to re-queen the colony. Queens shall be selected from stock bred for gentleness and non-swarming characteristics.
   (b) Chickens, ducks, and other poultry are not allowed.
   (c) Therapy animals must be approved by the Board.
   (d) Homeowners walking pets in the neighborhood shall have the courtesy of cleaning up any excrement left by their pets. This includes all common areas (Foothills Park, entrances, and grass area along Alkire). Please clean up after your pets.
   (e) Animals shall not be allowed to roam the neighborhood freely without the owner present.
   (f) Jefferson County Animal Control and Licensing Regulation prohibits a dog from disturbing the peace of any other person by loud, habitual and persistent barking, howling, yelping, whining, whether the dog is on or off the dog owner's premises. Violation of this provision could result in a penalty assessment from the County which ranges from $50 to $1,000 and/or a court appearance. Animal Control recommends talking face to face with the dog's

owner as a first step. Jefferson County Animal Control Ordinance CC24-042 provides more details. If all of this is unsuccessful, you may call 303-271-5070, ext. 0 and file a formal complaint.

4. Guidelines
   (a) Dogs that exhibit aggressive behaviors to other dogs or people should be kept on a short leash when walking them in the neighborhood.

H. Signs
1. Covenants
   (a) See Article III, Sections 5 and 13
2. Regulations
   (a) Items (b) through (f) below are as of the recording date of this document. See Signs.
   (b) Signs must be on private property. Freestanding signs are strictly prohibited in public rights-of-way (typically the area near the street or sidewalk maintained by the county), utility easements, waterways, or floodplains.
   (c) Signs cannot block the "vision clearance triangle" (sight visibility for drivers at street intersections or driveways).
   (d) For standard residential zone districts, temporary freestanding signs should generally not exceed 4 to 6 square feet per face.
   (e) Off-premise signs such as billboards, roof signs, pole signs, feather signs, pennants, balloons, or any signs that emit sound or have flashing, blinking, and animated lighting are prohibited.
   (f) A home-based business is allowed one non-illuminated wall sign with a maximum size of 4 square feet.
3. Rules
   (a) Multiple signs on the same subject are not allowed. No more than 3 signs may be displayed at any time.
   (b) No advertising allowed. Signs may be used for sale or rental of property. (Exception: Signs depicting security systems and are not of an objectionable appearance are exempt).
   (c) Maximum sign size shall be (6) square feet.
   (d) Special event or garage sale signs may be posted for a period of 48 hours in advance, but removed immediately afterward.
   (e) Signs shall be freestanding only. No signs may be mounted on posts or fences in the common areas.
4. Guidelines
   (a) Be considerate of your neighbors when posting signs of a political nature.

I. Temporary Buildings or Detached Structures Allowed on Lots:
1. Covenants
   (a) See Article III, Section 9.
2. Regulations
   (a) As of the recording date of this document, unincorporated Jefferson County requires only a Miscellaneous Permit from Planning and Zoning for detached storage sheds or mini-structures under 120 square feet, provided they are no taller than 14 feet and meet standard setback requirements. Structures

exceeding this size, or used as Accessory Dwelling Units (ADUs), require specific zoning permits and full building permit approvals. See Structures and additional details in items (b) through (h) below.

(b) Detached Structures & Storage Sheds
- Permit Thresholds: A Building Permit is required if the structure exceeds 200 square feet, has a roof plane area exceeding 264 square feet, or is taller than 14 feet at any point.
- Setback Rules: Mini-structures must meet the front setback requirements of the specific zone district, and a minimum 5-foot setback for both side and rear property lines.
- Cumulative Limits: The county restricts the total footprint of "mini-structures for storage" to a cumulative 200 square feet per lot without a permit.
- Structures cannot be placed in utility or drainage easements unless you obtain written "no objection" or a stamped engineering letter confirming no impact.

(c) Detached ADUs (e.g., in-law suites or guesthouses) strictly require an Accessory Structure Building Permit and Planning and Zoning review.
- Detached units are not permitted on lots under 7,500 sq ft. For lots between 7,500 and 12,499 sq ft, the ADU is capped at 600 sq ft. For lots up to 1 acre, it is capped at 800 sq ft, and for 1 acre or more, it is capped at 1,200 sq ft. In all cases, the ADU cannot exceed 40% of the primary dwelling's size.
- Detached ADUs must be situated within 100 feet of the primary dwelling.

(d) Temporary structures (without permanent foundations) for use as construction, temporary sales, or special events require miscellaneous or temporary use permits from Jefferson County.

(e) Conex/Shipping Containers: If placed temporarily or permanently, containers are treated similarly to storage buildings and must meet the size and setback requirements outlined by the county's Storage Sheds, Shipping Containers, and Conex Boxes Guide.

(f) Right-of-Way: If you are temporarily placing dumpsters or mobile storage containers on your property in a way that impacts public roads or rights-of-ways, you must obtain a Right-of-Way Use and Construction Permit.

(g) For more detailed information on exact parameters, view the full zoning resolution and access permit portals on the official Jefferson County Outside the Home Portal.

(h) An applicant for an ADU must obtain a capacity investigation from Willowbrook Water and Sanitation for water and sanitation service.

3. Rules

(a) An ADU constructed on a site cannot exceed the size of the primary dwelling.

(b) No house trailer, modular building, temporary structure, detached garage, or barn shall be permitted on a site. However, an outbuilding (structures not attached or joined to the primary residence) shall be allowed for use as a tool shed, workshop, play house, greenhouse, or the like. (See also Covenant Article III, Section 9). See Appendix A for ACC guidelines.

(c) As further clarification, no portion of any outbuilding shall be located closer to the street than any portion of the primary residence, or in the case of a corner lot, to either street.

4. Guidelines
   (a) None

J. Storage of Lumber, Metals, Bulk Materials, Cuttings, Refuse or Trash:

1. Covenants
   (a) See Article III, Sections 12 and 13.
2. Regulations
   (a) Items (b) through (f) below are as of the recording date of this document. See Storage.
   (b) All refuse must be placed in secure, watertight, and animal-resistant containers to prevent vector issues (e.g., attracting bears, rodents, or other wildlife).
   (c) It is illegal to dump, bury, or discard any solid waste (including garbage, yard waste, or construction debris) on any property, public or private, without a valid solid waste disposal permit.
   (d) Dumping chemicals, food grease, or illicit liquid waste into street gutters, ditches, or storm sewers is strictly prohibited as it can contaminate local watersheds. Unlawful dumping is a violation of state littering laws and county health ordinances. Violators can face administrative citations, property cleanup liens, and fines.
   (e) Hazardous Materials such as motor oil, paints, solvents, pesticides, and electronics cannot be put in your regular curbside trash. These must be taken to specialized facilities.
      - Residents can drop off household hazardous materials and electronics at the Rooney Road Recycling Center.
   (f) Yard waste, tree branches, and slash cannot simply be dumped on open land. The county operates the Sustainable Lands and Safer Homes (SLASH) program for dropping off vegetative fire mitigation materials.
3. Rules
   (a) External storage of building materials is allowed only during construction projects approved by ACC. As soon as building materials are placed on any lot in such connection, construction shall be promptly commenced and diligently executed. (Covenant Article III, Section 13). This also applies to projects that don't require ACC approval (for example repair or replace roof or fence in kind or an inside project). Building materials include the following items:
      - Primary Structural Materials: Concrete, Wood/Timber, Steel, and Masonry.
      - Functional & Finishing Materials: Insulation, Drywall, Roofing Materials, and Glass.
      - Utility & Mechanical Materials: Plumbing, Electrical, and Fiber Optic.
   (b) No garbage, refuse, rubbish, or cuttings shall be deposited on any street or lot unless placed in a suitable container, suitably located (Covenant Article III, Section 12).
   (c) Building materials delivered on the road must be removed to the property within 7 days.

(d) Trash containers, cans, bags and other items shall be stored in an area not visible from the street until set out for pickup. An exception to this is seasonal yard cleanup.

4. Guidelines
   (a) Trash should be set out on the curb no sooner than 6 pm the night before trash pick-up.

K. Noxious, Dangerous, Noisy, or Offensive Activity:
1. Covenants
   (a) See Article III, Section 20
2. Regulations
   (a) Items (b) through (f) below are as of the recording date of this document.
   (b) In unincorporated areas of Jefferson County, Colorado, noise levels are strictly regulated by the county's Noise Abatement Policy (Policy CC07-202), which directly reflects the baseline limits established under Colorado Revised Statute § 25-12-103 (CRS 25-12-103). For residential areas, non-vehicular noise originating from a residential zone cannot exceed 55 dB(A) between 7:00AM and 7:00PM, and 50 dB(A) overnight.
   (c) For vehicles unmodified, properly maintained mufflers are required on all vehicles. "Jake brakes" or similar compression-release engine braking systems that create loud, sudden sounds are widely prohibited.
   (d) Routine activities using lawn mowers, snowblowers, and emergency warning devices are exempt from these strict decibel thresholds.
   (e) Jefferson County strictly enforces vegetation management under the Jefferson County, Colorado Noxious Weed Management Plan, requiring property owners to mitigate listed noxious weeds on their land.
   (f) Enterprises that produce offensive or overwhelming odors, excessive smoke, or dangerous fumes from heavily populated residential areas are restricted.
3. Rules
   (a) Subject activities shall not be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. The phrase "noxious, dangerous, noisy, or offensive activity" is a standard legal clause used in real estate, municipal codes, and Homeowner Association (HOA) rules to define a public or private nuisance. It prohibits behaviors that interfere with others' quiet enjoyment of life or property.
   (b) Flight of model aircraft or remote-control drones beyond the property boundaries of the owner is prohibited.
4. Guidelines
   (a) None

L. Roofs:
1. Covenants
   (a) None
2. Regulations
   (a) Items (b) through (h) below are as of the recording date of this document. See Building Codes.
   (b) Unincorporated Jefferson County enforces roofing regulations based on the 2018 International Residential Code (IRC) and local supplements. Key mandates include a strict one-layer limit for asphalt shingles, mandatory permits for repairs exceeding two squares, high-wind and ice barrier protections, two required inspections, and Class A roof covering requirements.
   (c) A building permit is required for any roof repair, reroof, or alteration exceeding two squares (200 sq. ft.). You can apply for and track permits online through the Jefferson County Re-Roofing Portal.
   (d) All roofing contractors performing work must obtain and hold a valid Jefferson County Contractor's License.
   (e) No Overlays are allowed. Complete tear-off of existing asphalt shingles is required. Only one layer of asphalt shingles is permitted on any roof at a time.
   (f) Roofing materials and installation methods must be rated for high winds (120 - 135 MPH). Shingles must be installed per the manufacturer's high-wind application instructions.
   (g) Ice and water shields are required at the eaves to prevent ice damming.
   (h) Drip edges are mandatory at all eaves and gables.
3. Rules
   (a) Class A roof assemblies are mandatory for all reroofing or new construction to mitigate fire risks. Meeting Class A requirements relies on either the standalone material or the total roof assembly. System components must follow strict guidelines to earn the rating:
      - Materials that meet stand-alone Class A without requiring special underlayments: Clay and concrete roof tiles, brick, masonry, or exposed concrete roof decks, fiberglass asphalt composition shingles, copper and steel sheets/metal shingles (when installed over noncombustible decks or properly configured assemblies).
      - Roof Assemblies that require specific materials requiring an underlayment that must be used to block fire from reaching the combustible deck beneath: Wood shakes/shingles must be fire-retardant pressure-treated, Slate requires a specialized heavy-duty underlayment (e.g., ASTM D226, Type II underlayment) over combustible decks, aluminum and recycled rubber/plastic products require treated underlayments such as gypsum sheathing boards or specialized foam layers beneath the covering to achieve the rating.
   (b) Three-tab shingles are not allowed.
   (c) Color and texture must be approved by the ACC.
   (d) Roof material on outbuildings shall match that of the primary residence.
4. Guidelines

(a) Repairing or replacing a roof should be performed if it is deteriorating or in need of repair.

M. Solar Panels:
1. Covenants
   (a) None
2. Regulations
   (a) Items (b) through (d) below are as of the recording date of this document. See Outside the Home .
   (b) Unincorporated Jefferson County requires an Electrical Permit but no Planning & Zoning review for installing roof-mounted solar panels that sit flush with the roofline.
   (c) If panels extend more than 5 feet above the existing structure or are ground-mounted, a Miscellaneous Permit is also required.
   (d) Specific regulations and guidelines depend on the type of installation.
   - An Electrical Permit is required for all residential photovoltaic (PV) installations. The permit can be filed online using the Jefferson County Citizen Portal.
   - Jefferson County does not require a pre-installation plan review for standard residential solar plans. However, all approved plans must be on-site during final inspections.
   - If the roof mount creates a dead load that exceeds the roof system's original design, structural engineering calculations must be submitted with the permit.
   - A Roofing Permit is required if installing PV shingles or an integrated roofing membrane.
   - Tilt-up or ground-mounted systems may need a miscellaneous permit with the Planning & Zoning department.
   - Solar panels installed flush against the roof of an existing structure do not require Planning & Zoning permits
3. Rules
   (a) Require ACC approval of design and shall be designed as an integral part of building architecture.
   (b) Freestanding panels on roof or ground-mounted on property are not allowed. Freestanding is defined as being supported by some type of dedicated structure rather than mounted flush on a building's roof.
4. Guidelines
   (a) Installation of flush-mounted Monocrystalline solar roof panels roof panels is encouraged over other types of solar panels for their efficiency and life span.

N. Air Conditioners and Evaporative Coolers:
1. Covenants
   (a) None
2. Regulations
   (a) Items (b) through (j) below are as of the recording date of this document. See Codes and Permits, Permit, and Application.
   (b) Unincorporated Jefferson County requires both mechanical and electrical

permits for installing an air conditioner or evaporative cooler.

(c) Systems must meet local energy code parameters (Climate Zone 5) and be installed in accordance with manufacturer specifications and the adopted International Residential Code (IRC).

(d) Separate electrical and mechanical permits are required for any new central AC or evaporative cooling installation.

(e) Contractors must hold a valid Jefferson County Contractor License (e.g., ICC certified) to pull the necessary permits.

(f) Homeowners can perform their own installations in an owner-occupied, single-family residence, but they must still obtain the proper permits, complete the work to code, and pass all required inspections.

(g) Equipment must meet minimum efficiency and SEER ratings. New installations often require a Manual J load calculation to ensure proper equipment sizing.

(h) Outdoor compressor units and evaporative coolers must be placed on level platforms with adequate clearances around the unit and venting as required by manufacturer instructions.

(i) Evaporative coolers must have proper discharge, overflow drainage, and adequate measures to protect the potable water supply from backflow.

(j) Air conditioning and cooling units must be positioned far enough away from plumbing vents, gas vents, or other exhaust outlets to prevent drawing contaminated air into the structure.

3. Rules

(a) Mount condensing units on ground in an inconspicuous location.

(b) Units not allowed to be mounted on the roof unless incorporated as part of the architecture, and approved by the ACC.

(c) No window units shall be allowed if they are visible from the street.

4. Guidelines

(a) Installation of evaporative coolers and window units is discouraged.

O. External Lights:

1. Covenants

(a) See Article III, Section 17.

2. Regulations

(a) Items (b) through (d) below are as of the recording date of this document. See Lighting.

(b) External lighting is expected to be designed and oriented such that it does not spill directly into the windows of neighboring homes or create an intense, blinding glare (Light Trespass).

(c) Jefferson County regulates exterior lighting installations heavily through the Jefferson County Building Safety Regulation Updates, requiring highly efficient, Dark Sky-friendly lighting designs whenever possible.

(d) Any associated signage or exterior lighting is strictly prohibited for a home-based business.

3. Rules

(a) Landscaping or security lights shall not be a nuisance to neighboring lots.

4. Guidelines
   (a) The use of LED lights for external lighting is encouraged.
   (b) Security lights should be equipped with motion sensors.
   (c) Seasonal lights should follow Jefferson County Regulations and should not be a nuisance to neighbors.

P. Landscaping:
1. Covenants
   (a) See Article III, Item 4
2. Regulations
   (a) As of the recording date of this document, Colorado Senate Bill 23-178 requires HOAs governing single-family detached homes to permit xeriscaping and mandates that they post at least three pre-approved water-wise garden designs on their websites.
   (b) Water-wise landscaping is encouraged. Existing turf grass can be removed and replaced with xeriscaping or water-wise landscaping.
3. Rules
   (a) Per Senate Bill 23-178, the three pre-approved water-wise garden designs can be found on the HOA's website here: Pre-approved xeriscape designs.
   (b) Article III, Item 4 of the Covenants requires ACC approval of all landscape designs, including the three pre-approved xeriscape designs.
   (c) As part of water-wise landscaping, the use of native and non-native meadow and pasture grasses including, but not limited to, Bromes, Fescues, Orchard Grass, Wheatgrass, and Timothy are allowed although if visible from the street the design and maintenance plan must be approved by the ACC.
   (d) Front yard landscaping should blend with the landscaping of your contiguous neighbor and be properly maintained and groomed. With climate change, Astro Turf may be substituted upon approval by ACC.
   (e) Grading and drainage shall be designed so as not to impact your neighbor's property. Induced drainage should not flow across adjacent lots.
   (f) Certain trees and shrubs are considered to be nuisance plants and are prohibited. Nuisance trees include, but are not limited to, cotton-producing cottonwood trees and some species of elm. Invasive species include but are not limited to sumac and Russian olive. More information is available from Jefferson County's Invasive Species Management Department.
   (g) Keep lawn and shrubbery well-groomed, maintained, and appropriately watered so as to avoid dead trees, limbs, bushes and grass. On balance, the HOA recognizes watering limitations may be imposed by the Willowbrook Water and Sanitation District.
   (h) DO NOT blow leaves or cuttings into the street.
   (i) Weeds must be kept under control in all areas of the property, including drainage ditches.
4. Guidelines
   (a) All yard refuse should either be mulched, composted or bagged.
   (b) Silver maples are brittle and break easily with the high winds we experience here. Recommendation is against planting them. The "Emerald Queen," a

Norwegian maple, may be better suited for our area. Consult your local nursery.

(c) The Town of Castle Rock provides additional information on xeriscaping here: Castle Rock Xeriscaping

Q. Clothes lines, service yards, wood piles, or storage areas:
1. Covenants
   (a) None
2. Regulations
   (a) None
3. Rules
   (a) Allowed only if not visible from the street, and not a nuisance to your neighbor.
4. Guidelines
   (a) Wood piles typically harbor vermin, insects, and other pests that can be an environmental or health hazard to the Community. Members with wood piles are encouraged to utilize effective methods to eliminate any type of pests that are considered to cause an environmental or health hazard to the Community.

R. Fuel Tanks:
1. Covenants
   (a) See Article III, Section 7.
2. Regulations
   (a) Items (b) through (f) below are as of the recording date of this document. See Defensible Space.
   (b) Residential fuel storage is heavily regulated in Jefferson County to prevent fire and environmental hazards, especially in a Wildland-Urban Interface (WUI). Belleview Acres is in a WUI. For exact compliance, you must adhere to your specific local fire district's rules, which often supersede county requirements and dictate tank placement, setback distances, and permitting.
   (c) Both permanent and temporary propane and fuel tank installations require a building and fire permit through West Metro Fire Protection District.
   (d) Tanks must be kept a safe, code-compliant distance from property lines, buildings, and potential ignition sources.
   (e) Since Belleview Acres is within a designated WUI zone, you must maintain a defensible space around fuel tanks. This includes clearing combustible vegetation, dry leaves, and flammable debris within at least 5 to 10 feet of the tank.
   (f) Underground storage tanks (USTs) in Colorado require strict leak detection, corrosion protection, and permitting through the state. See UST. Above-ground tanks (AGTs) are generally preferred for residential use but must be placed on solid, non-combustible foundations.
3. Rules
   (a) None
4. Guidelines
   (a) Since Belleview Acres is within a designated WUI zone, installation of fuel tanks of any type is strongly discouraged.

S. Recreational Equipment:
   1. Covenants
      (a) None
   2. Regulations
      (a) Items (b) through (e) below are as of the recording date of this document. See Zoning.
      (b) Recreational Equipment must remain outside of required front, side, and rear yard setbacks. Because setbacks vary by zone district, confirm your exact zoning designation using the Jefferson County Interactive Zoning Map.
      (c) Permanent, built-in installations (like a permanent half-court basketball setup, pickleball court, or a heavy-duty climbing frame) may trigger permitting requirements if they exceed size limits for accessory structures. Accessory square footage cannot exceed the footprint of your primary residence.
      (d) Operational noise is strictly regulated. In unincorporated areas, sound levels from your property must not exceed 55 dB(A) from 7:00 A.M. to 7:00 P.M. and 50 dB(A) overnight.
      (e) If your property borders open space or a heavily vegetated wildland interface area, be aware of active fire bans. The use of spark-emitting equipment or open solid-fuel fire pits around dry brush is prohibited. Charcoal grills and portable fireplaces must be kept at least 30 feet from any undeveloped area.
   3. Rules
      (a) All recreational equipment (such as, Basketball Hoops, Trampolines, Court Sports, Playground Equipment, etc.) must be reviewed by the ACC.
      (b) Equipment must be utilized for the intended use.
      (c) The best location whereas not to be a nuisance to your neighbor.
   4. Guidelines
      (a) HOA Members are encouraged to discuss installation of recreational equipment with their neighbors prior to installation of the equipment.

T. Solicitation:
   1. Covenants
      (a) None
   2. Regulations
      (a) Homeowners have the right to restrict visitors. If a home displays a "No Solicitation" or "No Trespassing" sign, solicitors are legally obligated to leave immediately. See Trespass.
   3. Rules
      (a) Solicitation by non-Belleview Acres residents is discouraged.
      (b) Solicitation by Belleview Acres residents and children is welcome.
   4. Guidelines
      (a) A "No Solicitation" or "No Trespassing" sign should be posted in a place that can easily be seen by an individual approaching an HOA Members front entrance.

SECTION 5

DESIGN REVIEW PROCEDURES

To obtain Architectural Control Committee (ACC) approval for any project listed in the Project Application Form (form presented at the end of this Section), a homeowner (or builder) must submit an application to the ACC. For a typical application two copies of the required information must be submitted. One copy will remain on file with the ACC and one signed copy with comments, approval, or denial will be returned to the applicant.

Required Information:

Project Data (use form located at the end of this Section) - additional copies can be obtained from the ACC).

1. Name of Applicant (Homeowner)
2. Address and Phone Number of Applicant
3. Description of Proposed Construction
4. Construction Schedule (start and completion dates)

A Site Plan Drawing (birds eye view) and Elevation Drawing (street view). Drawn Accurately to Scale Showing Location and Extent of:

1. Lot Lines (for informational guide, use a copy of your Plat Survey you acquired at closing) and a Google Map, Google Earth or other bird's eye and street view images.
2. Location of House.
3. Layout of proposed construction, including details describing construction, color, material, size, etc.
4. For construction of a detached structure or home addition/expansion, the Site Plan application shall also include documentation that contiguous neighbors have been offered an opportunity to comment on the Plan, and that their comments are documented on the Project Application Form.

Building Elevations

1. Only if applicable.

Landscape Plans Showing Proposed Design

1. Features should include, if applicable:
   (a) Trees
   (b) Shrubs
   (c) Mulches
   (d) Astro Turf
   (e) Fences
   (f) Irrigation System
   (g) Drainage
   (h) Grading
   (i) Rock

(j) Grass Areas
(k) Retaining Walls
(l) Patio
(m) Deck
(n) Dog Runs
(o) Recreational Equipment Installed Outdoors
(p) Any other landscaping features

Paint

1. Change of exterior color scheme.
   (a) Submit paint chips. Required for Approval
   (b) Specify Field (siding) Trim and Shutter Colors

2. No application is required if colors are identical to original and the original is consistent with other homes in Belleview Acres.

Approval:

As stated in Article III, Section 3 of the Covenants, "No exterior addition or alterations to any exterior improvements or changes in fences, walls, or other structures shall be commenced, erected, or maintained until and unless the plans and specifications …. have been submitted to and approved by the ACC…."

ACC Reviews Applicants Submittal

1. ACC returns one signed copy to applicant with comments, approval or denial of new proposed construction.
2. ACC retains one copy for its record.

Failure of ACC to Respond

1. If ACC fails to approve or disapprove such design within 45 days after plans and specifications have been submitted and received, approval will not be required and applicant has complied with the Covenants.

Completion of Construction

1. Within 15 days of completion of approved construction, the applicant shall notify the ACC. Within 15 days of notification, the ACC has the option to inspect the completed construction. If the work is not in accordance with the approved application the ACC will notify the Member of any defects. The Member has 15 days to correct the defects. The ACC has the authority to require the applicant to remedy the defect or impose fines as described below.

2. Upon request, if all work complies with the original application a certificate of compliance will be issued by the ACC to the homeowner.

PROJECT APPLICATION FORM

BELLEVIEW ACRES HOMEOWNERS ASSOCIATION

PROJECT APPLICATION

ARCHITECTURAL CONTROL COMMITTEE (ACC) REVIEW

(Please submit two copies)

The intent of this form is to help the Belleview Acres homeowner make application to the Belleview Acres HOA ACC for review of proposed exterior additions, alterations and improvements as required by the Covenants. Two copies of the completed application and required drawings should be submitted to a Belleview Acres ACC member at least 90 days prior to starting work. Work should not begin prior to notification of approval by the Belleview Acres HOA ACC.

Name(s): → **Date of Application:**

Street Address:

Day Phone No.: → **Evening Phone No.:**

Category:

___ Fence → ___ Site/Landscaping Improvements/Changes ___Change in Exterior Color Scheme

___ Building Alterations/Additions → ___ Other (describe):

Project Description:

Revision November 2017

Anticipated Construction Schedule:	**Start Date:**
	Finish Date:

Additional Submittal Requirements (See Regulations, Rules, Guidelines/Design Review Procedures:

- For changes in exterior color (paint) scheme, specify proposed siding, trim and shutter colors. Submit paint chips.
- For changes in roofing material, specify proposed material and color. Submit sample and technical information.
- For building alterations/additions, provide scaled construction drawings (e.g., *site plan* showing lot lines, structures, setbacks, proposed modifications, landscaping features, grading/swales, retaining walls, patios, decks, and other features; *floor plans*; and, *elevations* showing room/door/window placement, finish materials, and dimensions).
- For major landscaping/site improvements, provide a drawing of proposed site plan (include: lot lines, existing structures, trees, shrubs, ground coverings, fences, irrigation system, grading/swales, retaining walls, patios, decks, dog runs, recreational equipment, and other major features.)
- For ALL outside improvements submit birds eye and street view drawings (Googlemaps, Googleearth or similar are acceptable) including neighboring properties. For construction of a detached structure or home addition/expansion, include documentation that contiguous neighbors have been offered opportunity to comment on the Plan, and that their comments are documented on the Project Application
- The Belleview Acres HOA ACC reserves the right to request additional information as part of the application process.

For ACC Use

ACC Comments: → **Date Received by ACC:**

ACC Approvals:	Signature:	→	Date:
	Signature:	→	Date:
	Signature:	→	Date:

SECTION 6

GRIEVANCES

If you think there is a violation of the Covenants, Regulations, or Rules, please talk with your neighbor first and inform him/her that they are in violation of the Declaration of Covenants, Regulations, Rules, and Guidelines of Belleview Acres. Your neighbors may not be fully aware of this fact and just need it brought to their attention.

If the homeowner refuses to correct such non-compliance, send a letter addressing the non-compliance in writing to the Belleview Acres HOA Board.

Upon notification in writing, the Board and the ACC will investigate the matter. The Board will take action against the homeowner if indeed, that homeowner is found to be in violation of our Covenants, Regulations, and Rules. Refer to Section 7 (Violations and Enforcement Policy).

If your neighbor is just annoying you, he/she may not realize it unless you mention it. Communicate, communicate. Let's all be considerate of each other.

SECTION 7

VIOLATIONS AND ENFORCEMENT POLICY
Adopted Pursuant to C.R.S. § 38-33.3-209.5

A. Purpose, Community Philosophy, and Applicability

The Association's goal is to maintain property values and preserve the quiet enjoyment of all Members through education, communication, and voluntary compliance whenever possible.

Since this is a small community with modest annual dues, formal enforcement and fines are intended to be a last resort, used only when reasonable efforts to resolve an issue informally have not been successful.

This policy applies to Member's non-payment of dues and assessments, failure to submit a Project Application Form, and violation of a **Covenant, Regulation, or Rule.**

B. Guiding Principles

The Association will:

1. Act reasonably and in good faith.
2. Seek voluntary correction before imposing fines.
3. Treat all Members consistently and respectfully.
4. Provide fair notice to the Member and an opportunity to be heard before undertaking an enforcement action.
5. Comply fully with pertinent sections of the CCIOA.

C. Informal Resolution First

Before sending a formal violation notice to a Member, a Board member will:

1. Make a friendly contact (email, phone call, or conversation), or
2. Send a courtesy reminder describing the concern**.**

Many issues are resolved at this stage without further action.

Emergency or health and safety matters may bypass informal steps.

D. Formal Notice of Alleged Violation

If the matter is not resolved informally, a Board member will send a written violation notice to the Member that includes:

1. A clear description of the alleged violation.
2. The governing document provision involved.

3. The action required to correct the issue.
4. A minimum 30-day cure period (unless health/safety issues require shorter time).
5. Notice of the Member's right to request a hearing before any fine is imposed.
6. A statement that fines may be imposed if the matter is not resolved.

Notice will be delivered in accordance with Colorado law and the Association's policies.

E. Cure Period

For most violations:

1. Members will receive at least 30 days to cure.
2. If progress toward compliance is demonstrated, the Board may extend the cure period at its discretion.

For recurring violations, additional notices may not be required if clearly stated in the original notice.

F. Hearing and Impartial Fact-Finding

Before imposing a fine, the Member has the right to a hearing. The process to be followed is provided below

1. Submit a Request for a Hearing

   (a) The Member receiving the violation notice must request a hearing in writing within the cure period timeframe stated in the notice.
   (b) The Board will work with the Member to schedule the Hearing on a timely basis.

2. Hearing Procedure

   (a) Hearings will be informal and neighborly in tone.
   (b) The Member may present information, explanations, or supporting documentation.
   (c) The decision will be made by an impartial decision-maker (Board or designated committee member without personal interest in the matter).
   (d) A written decision will be provided.

3. If the Member is found not responsible for the violation

   (a) No fine will be imposed.
   (b) No enforcement costs will be assessed to the Member.

G. Fine Schedule

Fines will be modest and proportional to the Association's low annual dues.

Violation Type	First Fine	Second Fine	Continuing Fine
Non-Safety Violation	$50	$100	$15 per day
Violation that Threatens the Safety of our Neighborhood and Members		Up to $200, as determined by the Board	

1. Fines will not begin until after the cure period and subsequent hearing if requested.
2. Daily fines (if applicable) will stop once the violation is cured.
3. The Board retains discretion to reduce or waive fines for good-faith compliance.
4. Per SB 24-021 and C.R.S. 38-33.3-116, the Association is a Limited Expense Community. Item 6.1 (j) in Article VI of the current Bylaws sets forth the qualification. As an LEC, the Association is exempt from the $500 maximum fine cap found in C.R.S. 38-33.3-209.5.

H. Confirmation of Cure

If the Member notifies the Association that the violation has been corrected, the Association will make a good-faith effort to verify compliance on a timely basis.

No additional fines will accrue after the violation has been corrected.

I. Legal Action

Legal action is a last resort and will generally be considered only when:

1. Violations are persistent and unresolved;
2. Fines have not achieved compliance; or
3. The matter materially affects the community.

The Board will consider the financial impact on the Association before pursuing legal remedies.

J. Consistency and Fair Treatment

To its best efforts, the Association will enforce its governing documents:

1. Uniformly;
2. Consistently; and,
3. Without discrimination.

Failure to enforce a provision in one instance does not waive the right to enforce it later.

K. Record Keeping

The Association will maintain records of:

1. Notices issued
2. Hearing requests and decisions
3. Fines imposed
4. Compliance confirmations

L. Board Adoption Statement

This Enforcement Policy was adopted by resolution of the Board of Directors on November 5, 2026, and is effective immediately.

SECTION 8

ASSESSMENT COLLECTION POLICY
Adopted Pursuant to C.R.S. § 38-33.3-209.5 and § 38-33.3-316.3

A. Purpose, Community Philosophy, and Applicability

The Association relies on timely payment of assessments to maintain common areas and operate responsibly. Because this is a small community with modest annual dues, the Association's goal is to work cooperatively with Members who experience temporary financial hardship.

Formal collection activity is a last resort. The Board will make good-faith efforts to communicate and offer reasonable payment options before referring an account to an attorney or collection agency.

This policy is applicable to collection of delinquent dues, assessments, and fines imposed by the Board Per Section 7.

B. Due Dates and Delinquency

1. Annual assessments are due on the date identified on the Annual Dues Statement.
2. An assessment becomes delinquent if not received within 15 days from the due date.

C. Late Fees and Interest

To encourage timely payment while remaining proportional to the Association's modest budget:

1. Late Fee: $25 per occurrence.
2. Interest: 8% per year (not to exceed statutory limits), beginning on the date of delinquency.
3. Returned Payment Fee: $25.

Late fees and interest will not be imposed until after the delinquency date stated above.

The Board in its discretion may waive late fees and/or interest for first-time or hardship situations.

D. Informal Reminder

Before sending a formal delinquency notice, a Board member will:

1. Send a friendly reminder by mail or email; or,
2. Make a courtesy contact.

Many delinquencies are unintentional and resolved at this stage.

E. Formal 30-Day Notice of Delinquency

Before referring the matter to a collection agency or attorney, the Board will send a written notice that includes:

1. The total amount due with an itemized accounting (assessments, late fees, interest, etc.).
2. A statement that the Member has at least 30 days to cure the delinquency.
3. Information about the availability of a payment plan.
4. Contact information for obtaining a copy of the account ledger.
5. Notice that failure to cure may result in referral to legal counsel or a collection agency and additional costs, including but not limited to, attorney fees.

F. Payment Plans

In compliance with CCIOA, the Board will make a good-faith effort to coordinate with delinquent Members to establish a reasonable payment plan.

Standard Payment Plan Terms:

1. Minimum term: 1 month
2. Maximum term: 6 months (unless otherwise agreed)
3. Payments applied as described below
4. Member must remain current on new assessments during the plan

The Board may approve alternative terms based on demonstrated hardship.

If a Member fails to comply with an agreed payment plan, the Board may initiate additional collection actions after providing notice.

G. Application of Payments

Pursuant to Colorado law, payments will be applied in the following order:

1. Unpaid assessments
2. Interest
3. Late fees
4. Collection costs and attorney fees (if any)

This ensures that assessment balances are reduced first.

H. Referral to Collections or Legal Counsel

Referral to an attorney or collection agency will generally occur only if:

1. The delinquency reaches $500 or 6 months;
2. The Member has not responded to notices;
3. A payment plan was offered and declined or defaulted; or,
4. The Board determines collection is necessary to protect the Association.

The Board will consider the financial impact of legal action on the Association before

proceeding to engage a collections agency or legal counsel.

I. Liens and Legal Remedies

The Association may record a lien for unpaid assessments as permitted by Colorado law.

Foreclosure will only be considered if permitted by statute and the Association's Bylaws, after careful Board review, and generally only when required statutory thresholds are met.

Legal remedies are a last resort.

J. Waivers and Hardship Consideration

The Board may waive or reduce late fees in cases involving:

1. Documented hardship
2. Administrative error
3. First-time delinquency
4. Good-faith cooperation

Interest on unpaid assessments may only be waived if permitted by law.

K. Bankruptcy or Military Service

Accounts subject to bankruptcy or protected by federal law (including active military service) will be handled in compliance with applicable law.

L. Record keeping

The Association will maintain accurate records of:

1. Assessment balances
2. Notices sent
3. Payment plans
4. Payments received
5. Collection actions taken

Members may request a copy of their ledger in accordance with the Association's records policy (see Bylaws).

M. Board Adoption Statement

This Assessment Collection Policy was adopted by resolution of the Board of Directors on November 5, 2026, and is effective immediately.