

# NORWOOD GARDENS ESTATES PROTECTIVE COVENANTS

<b>ARTICLE I PURPOSE OF COVENANTS .....</b>	<b>1</b>
1. GENERAL REQUIREMENTS.....	1
<b>ARTICLE II – DEFINITIONS .....</b>	<b>1</b>
1. RESIDENTIAL LOTS.....	1
2. NORWOOD GARDEN ESTATES .....	1
3. HOME OCCUPATION. ....	1
<b>ARTICLE III NORWOOD GARDEN ESTATES HOMEOWNERS ASSOCIATION .....</b>	<b>1</b>
1. MEMBERSHIP IN THE NORWOOD GARDEN ESTATES HOMEOWNERS ASSOCIATION.....	1
<b>ARTICLE IV ARCHITECTURAL COMMITTEE .....</b>	<b>1</b>
1. ARCHITECTURAL COMMITTEE. ....	1
2. APPROVAL BY ARCHITECTURAL COMMITTEE. ....	2
3. VARIANCES. ....	2
4. GENERAL REQUIREMENTS.....	2
5. PRELIMINARY APPROVALS. ....	3
6. ARCHITECTURAL PLANS.....	3
7. ARCHITECTURAL COMMITTEE NOT LIABLE. ....	3
8. WRITTEN RECORDS. ....	3
<b>ARTICLE V GENERAL RESTRICTIONS ON ALL LOTS .....</b>	<b>3</b>
1. ZONING REGULATIONS.....	3
2. NO MINING, DRILLING, OR QUARRYING.....	3
3. NO BUSINESS USES.....	3
4. SIGNS.....	4
5. ANIMALS.....	4
6. NO RESUBDIVISION. ....	4
7. SERVICE YARDS AND TRASH.....	4
8. IRRIGATION SYSTEM. ....	4
<b>ARTICLE VI RESTRICTIONS ON RESIDENTIAL LOTS.....</b>	<b>4</b>
1. NUMBER AND LOCATION OF BUILDINGS. ....	4
2. DURATION OF CONSTRUCTION. ....	4
3. SETBACKS.....	5
4. USED OR TEMPORARY STRUCTURES. ....	5
5. OFFENSIVE DISRUPTIVE ACTIVITIES. ....	5
6. OFF STREET PARKING. ....	5
7. GARBAGE DISPOSAL AND SANITARY SYSTEMS .....	5
8. FENCES. ....	5
9. MODULAR HOUSING.....	5
<b>ARTICLE VII EASEMENTS RESERVED .....</b>	<b>5</b>
1. UTILITY EASEMENTS RESERVED. THERE .....	5
2. IRRIGATION EASEMENTS AND RIGHTS RESERVED. ....	6
3. FENCE LICENSES WITH UTILITY EASEMENTS. No .....	6

4.	ELIMINATION OF UILITY EASEMENTS .....	6
5.	OWNERSHIP OF EASEMENTS .....	6
<b>ARTICLE VIII – ROADS .....</b>		<b>6</b>
1.	OWNERSHIP OF ROADS .....	6
2.	MAINTENANCE OF ROADS .....	6
<b>ARTICLE IX – ENFORCEMENT .....</b>		<b>6</b>
1.	ENFORCEMENT ACTIONS .....	6
2.	LIMITATION ON ACTIONS .....	7
3.	PROBLEM RESOLUTION .....	7
<b>ARTICLE X – GENERAL PROVISIONS .....</b>		<b>7</b>
1.	COVENANTS TO RUN .....	7
2.	TERMINATION OF COVENANTS .....	7
3.	SEVERABILITY .....	7
4.	PARAGRAPH HEADINGS .....	7

## **ARTICLE I PURPOSE OF COVENANTS**

- 1. GENERAL REQUIREMENTS.** It is the intention of Norwood Garden Estates Homeowners Association expressed by their execution of this instrument, that the lands within Norwood Garden Estates be developed and maintained as a highly desirable scenic and secluded residential area. It is the purpose of these covenants that the present natural beauty and view, the natural growth, setting and surroundings of Norwood Garden Estates shall always be protected in so far as is possible in connection with the uses and structures permitted by this instrument.

## **ARTICLE II – DEFINITIONS**

- 1. RESIDENTIAL LOTS.** All of the subdivision lots designated on the recorded plat of Norwood Garden Estates subdivision by a number shall be residential lots.
- 2. NORWOOD GARDEN ESTATES.** The words “Norwood Garden Estates” as used in these covenants shall mean all of the land included within the filing of Norwood Garden Estates, except Lot 13 for which these covenants do not apply, as recorded in the office of the Clerk and Recorder of San Miguel County, Colorado.
- 3. HOME OCCUPATION.** Any commercial use customarily conducted entirely within a dwelling and carried on by the occupants thereof is considered to be an acceptable “home occupation”, provided that (1) such use is clearly incidental and secondary to the use of the dwelling for dwelling purposes, (2) such use does not change the character nor manner of use of the dwelling, (3) noises or activities related to such incidental and secondary use of the dwelling do not interfere with the quiet and dignity of the neighborhood, and (4) no persons other than the occupants are employed for said use.

## **ARTICLE III NORWOOD GARDEN ESTATES HOMEOWNERS ASSOCIATION**

- 1. MEMBERSHIP IN THE NORWOOD GARDEN ESTATES HOMEOWNERS ASSOCIATION.** All persons or associations (other than the Norwood Garden Estates Homeowners Association) who own or acquire the title in fee to any of the lands in Norwood Garden Estates (other than lands dedicated as public roads), by whatever means acquired, shall automatically become members of the Norwood Garden Estates Homeowners Association, a Colorado corporation not for profit, in accordance with the Articles of Incorporation of said Norwood Garden Estates Homeowners Association as presently in effect and recorded or filed in the records of San Miguel County, Colorado, and as the same may be duly amended from time to time and also filed or recorded in the San Miguel County records.

## **ARTICLE IV ARCHITECTURAL COMMITTEE**

- 1. ARCHITECTURAL COMMITTEE.** The Architectural Committee shall mean the Board of Directors of the Norwood Garden Estates Homeowners Association, or their appointees.

Said Architectural Committee shall have and exercise all of the powers, duties, and responsibilities set out in this instrument.

2. **APPROVAL BY ARCHITECTURAL COMMITTEE.** No improvements of any kind, including but not limited to dwelling houses, barns, stables, outbuildings, fences, garages, shall ever be erected, altered or permitted to remain on any lands within Norwood Garden Estates, unless the complete architectural plans and specifications for such erection or alterations are approved by the Architectural Committee prior to the commencement of such work. The Architectural Committee shall consider the materials to be used on the exterior, colors, harmony of external design with existing structures within said subdivision. The complete architectural plans and specifications must be submitted in at least two complete sets, and must include at least four different elevation views. One complete copy of plans and specifications shall be signed for identification by the owner and left with the Architectural Committee.

In the event the Architectural Committee fails to take any action within sixty days after complete architectural plans for such work have been submitted to it, then all of such submitted architectural plans shall be deemed approved. In the event the Architectural Committee shall disapprove any architectural plans, the persons or association submitting such architectural plans may appeal the matter at the next annual meeting or special meeting of the members of the Norwood Garden Estates Homeowners Association, where an affirmative vote of at least a majority of the members' votes entitled to be cast at said member's meeting (quorum) shall be required to change the decision of the Architectural Committee.

3. **VARIANCES.** Where circumstances such as topography, location of property lines, location of trees and brush, or other matters require, the Architectural Committee may, by an affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variances as to any of the covenants and restrictions contained in this instrument, on such terms and conditions as it shall require; provided that no such variance shall be finally allowed until thirty days after the Architectural Committee shall have mailed a notice of such variance to each member of the Norwood Garden Estates Homeowners Association. In the event any three members shall notify the Architectural Committee in writing their objection to such variance within said thirtyday period, the variance shall not be allowed until such time as it shall have been approved by an affirmative vote of at least a majority of the votes entitled to be cast at an annual or special meeting (quorum) of the members of the Norwood Garden Estates Homeowners Association.
4. **GENERAL REQUIREMENTS.** The Architectural Committee shall exercise its best judgment to see that all improvements and construction on the lands within Norwood Garden Estates conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, setting, height, topography, grade and finished round elevation.

5. **PRELIMINARY APPROVALS.** Persons or associations who anticipate constructing improvements on lands within Norwood Garden Estates, whether they already own lands in Norwood Garden Estates or are contemplating the purchase of such lands, are encouraged to contact the Architectural Committee for informal and preliminary approval or disapproval. All preliminary sketches should be submitted in at least two sets, should contain a proposed site plan and should contain sufficient general information on all the aspects that will be required to be in the complete architectural plans and specifications to allow the Architectural Committee to act intelligently on giving an informed and preliminary approval and disapproval.
6. **ARCHITECTURAL PLANS.** The Architectural Committee shall disapprove any architectural plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.
7. **ARCHITECTURAL COMMITTEE NOT LIABLE.** The Architectural Committee shall not be liable in damages to any person or association submitting any architectural plans for approval, or to any owner or owners of lands within Norwood Garden Estates, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans. Any person or association acquiring the title to any property in Norwood Garden Estates, or any person or association submitting plans to the Architectural Committee for approval, by so doing does agree and covenant that they will not bring any suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees, or agents.
8. **WRITTEN RECORDS.** The Architectural Committee shall keep and safeguard for at least five years complete permanent written records of all applications for approval submitted to it (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provision of this instrument.

## **ARTICLE V GENERAL RESTRICTIONS ON ALL LOTS**

1. **ZONING REGULATIONS.** No lands within Norwood Garden Estates shall ever be occupied or used by or for any structure or purpose or in any manner which is contrary to the zoning regulations of San Miguel County, Colorado, validly in force from time to time.
2. **NO MINING, DRILLING, OR QUARRYING.** No mining, quarrying, excavating or drilling for any substances within the earth, including gas, oil, minerals, gravel, sand, rock and earth shall be commenced upon the limits of Norwood Garden Estates.
3. **NO BUSINESS USES.** No lands within Norwood Garden Estates shall ever be occupied or used for any commercial or business purposes other than home occupation or agricultural purposes, nor for any noxious activity; and nothing shall be done or permitted to be done

on any of said lands which is a nuisance or might become a nuisance to the owner or owners of any said lands.

4. **SIGNS.** One "For Rent" or "For Sale" sign (which shall not be larger than 20 x 26 inches) and one entrance gate sign of a style and design approved by the Architectural Committee are permitted on the properties. Other signs may be in place for no longer than 30 days from the time of installation. No billboards, unsightly objects, or nuisances shall be erected, altered or permitted to remain on any lot in Norwood Garden Estates.
5. **ANIMALS.** Owners and lessees of land within Norwood Garden Estates may have ordinary household pets and farm animals so long as the pets and farm animals do not constitute an undue annoyance to other owners and lessees of land in Norwood Garden Estates. The Architectural Committee shall have the power to require any owner or lessee of lands in Norwood Garden Estates to remove any household pets or farm animals belonging to them which are not disciplined or which violate any other provision of these covenants or which constitute an undue annoyance to the other owners of land in Norwood Garden Estates.
6. **NO RESUBDIVISION.** No lot described on the recorded plat of Norwood Garden Estates subdivision shall ever be re-subdivided into smaller lots nor conveyed or encumbered in any less than the full original dimensions a shown on said recorded plat; provided that conveyances or dedications of easements for utilities or private roads may be made for less than all of one tract.
7. **SERVICE YARDS AND TRASH.** Storage areas and unsightly "accumulations" on any lot in Norwood Garden Estates shall be kept organized and/or screened by adequate planting or fencing so as to conceal them from the view of neighboring lots, streets and access roads. All rubbish and trash shall be removed from all lots in Norwood Garden Estates.
8. **IRRIGATION SYSTEM.** Use of irrigation water in Norwood Garden Estates will be used for the sole purpose of the subdivision. A water coordinator will be elected each year and is responsible for the operations, as well as coordinating the maintenance of the irrigation system.

## **ARTICLE VI RESTRICTIONS ON RESIDENTIAL LOTS**

1. **NUMBER AND LOCATION OF BUILDINGS.** No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential lot other than one single family dwelling house and related outbuildings.
2. **DURATION OF CONSTRUCTION.** All construction and alteration work shall be prosecuted diligently and each building, structure, or improvement which is commenced on any residential lot shall be entirely completed within eighteen months after commencement of construction.

3. **SETBACKS.** All buildings and structures except fences on all residential lots in Norwood Garden Estates shall be setback at least 25 feet from road facing property boundaries, and 10 feet from all other property lines.
4. **USED OR TEMPORARY STRUCTURES.** No used, previously erected or temporary house, structure, house trailer, mobile home, or nonpermanent outbuilding shall ever be placed, erected, or allowed to remain on any residential lot except during construction periods, and no dwelling house shall be occupied in any manner prior to its completion.
5. **OFFENSIVE DISRUPTIVE ACTIVITIES.** No loud, offensive or other disturbing or disruptive activities shall ever be allowed or permitted or tolerated on any lands within Norwood Garden Estates.
6. **OFF STREET PARKING.** No dwelling house shall be constructed on any residential lot unless there is concurrently constructed on the same lot an adequate off street parking area.
7. **GARBAGE DISPOSAL AND SANITARY SYSTEMS.** No sewage disposal system, sanitary system, cesspool, or septic tank shall be constructed, altered or allowed to remain or be used on any lot unless fully approved as to design, capacity, location and construction by all proper public health agencies of the State of Colorado and the County of San Miguel and also by the Architectural Committee.
8. **FENCES.** It is the general intention that all perimeter fencing within Norwood Garden Estates keep within the native setting and surrounding of Norwood Garden Estates. The term "perimeter fencing" is defined to mean fences along property boundaries. All such fences shall be approved by the Architectural Committee.
9. **MODULAR HOUSING.** Modular housing will be considered on an individual basis by the Architectural Committee and will be subject to all provisions of Article IV of these covenants. For the purposes of this consideration a modular home is one that is constructed off site and brought to the construction location in pieces and assembled, unlike a mobile home that is constructed off site and is then brought to the construction site on wheels as a trailer and in a complete or nearly complete unit.

## **ARTICLE VII EASEMENTS RESERVED**

1. **UTILITY EASEMENTS RESERVED.** There are hereby created and reserved perpetual easements 10 feet in width on each side of the boundary line along the entire perimeter of each residential lot and along the entire perimeter of the common areas and through all of the common areas and all public roads described on the recorded plat of Norwood Garden Estates subdivision, for the purpose of construction, maintenance, operation, replacing, enlarging, and repairing electric, telephone, water, irrigation, sewer, gas and similar lines, pipes, wires, ditches and conduits. Drainage easements are reserved across lots 7, 9, 13, 14 and 19, and as otherwise noted on the official plat of Norwood Garden

Estates as filed for record in the office of the Clerk and Recorder of San Miguel County, Colorado.

- 2. IRRIGATION EASEMENTS AND RIGHTS RESERVED.** There are hereby created and reserved perpetual easements across all of the lands in Norwood Garden Estates subdivision along the line of all irrigation ditches presently in existence, or hereafter constructed, for the purpose of constructing, maintaining, and operating irrigation ditches for the proper irrigation of all lots in Norwood Garden Estates. All irrigation water used or moving within the subdivision remains in title with the Association who may determine the best uses of that water, as determined by the Board.
- 3. FENCE LICENSES WITH UTILITY EASEMENTS.** No fence or other improvements shall interfere with any easements within residential lots created and reserved under paragraph 1 of this Article VII unless prior written authorization therefor shall be obtained from the Architectural Committee. Any such authorization shall be deemed to be a revocable license, and the owner or owners of the residential lots upon which said fence is constructed shall promptly remove the same at their expense upon request of the Architectural Committee. Damage to any such fence occasioned by construction, maintenance and repair of any utilities service or system shall be repaired by the owner or owners of the residential lot at their sole expense.
- 4. ELIMINATION OF UTILITY EASEMENTS.** Upon approval of the Architectural Committee of a request that certain utility easements be eliminated along originally platted lot lines, which are no longer lot lines upon the combining of lots pursuant to Paragraph 5, the then owner of such utility easement shall release and quitclaim such utility easements upon such terms and conditions as the Architectural Committee may establish.
- 5. OWNERSHIP OF EASEMENTS.** All easements and rights created and reserved in Paragraphs 1 and 2 of the Article shall be and remain vested in the Norwood Garden Estates Homeowners Association.

## **ARTICLE VIII – ROADS**

- 1. OWNERSHIP OF ROADS.** The roads platted on the plat of Norwood Garden Estates filed for record in the office of the Clerk and Recorder of San Miguel County are dedicated to the public.
- 2. MAINTENANCE OF ROADS.** All the roads in Norwood Garden Estates have been accepted by the County for plowing and blading. All gravel and culvert replacement is the sole responsibility of Norwood Garden Estates Homeowners Association.

## **ARTICLE IX – ENFORCEMENT**

- 1. ENFORCEMENT ACTIONS.** The Architectural Committee shall have the right to prosecute any action to enforce the provisions of all of these covenants by injunctive



relief, on behalf of itself and all or part of the owners of lands within Norwood Garden Estates. In addition, each owner of land within Norwood Garden Estates, including Norwood Garden Estates Homeowners Association, shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these covenants.

2. **LIMITATION ON ACTIONS.** In the event any construction or alteration or landscaping work is commenced upon any of the lands in Norwood Garden Estates in violation of these covenants and no action is commenced within sixty days hereafter to restrain such violation, the injunctive or equitable relief shall be denied, but an action for damages shall still be available to any party aggrieved. Said sixty-day limitation shall not apply to injunctive or equitable relief against other violations of these covenants. Nor shall it apply to the provisions of Paragraph 2 of Article VII.
3. **PROBLEM RESOLUTION.** Property owners must first attempt resolution of any disagreement through mutual cooperation and agreement. Matters not resolved through this process, and directly related to the protective covenants may be brought to the attention of the Board for direction and a final resolution decision. The Board will not address matters that do not relate to the protective covenants nor those that inherently involve local law enforcement or other governing bodies.

## **ARTICLE X – GENERAL PROVISIONS**

1. **COVENANTS TO RUN.** All of the covenants in this instrument shall be a burden on the title to all of the lands in Norwood Garden Estates, and the benefits and burdens of all of said covenants shall run with the title to all of the lands within Norwood Garden Estates.
2. **TERMINATION OF COVENANTS.** The covenants contained in this instrument shall terminate at the time of final dissolution of the Colorado corporation not for profit known as Norwood Garden Estates Homeowners Association. These covenants may be amended by a vote of three fourths of the votes entitled to be cast by the members of the Norwood Garden Estates Homeowners Association. If these covenants are amended at the termination date, then they shall continue in effect, as amended, for so long thereafter as may be stated in said amendment.
3. **SEVERABILITY.** Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.
4. **PARAGRAPH HEADINGS.** The paragraph headings in this instrument are for convenience only and shall not be construed to be part of the covenants contained herein.

AMENDED this \_\_\_\_\_ day of \_\_\_\_\_ 2002, by authority of three fourths of the votes entitled to be cast by the members of the Norwood Garden Estates Homeowners Association.

Scott Godfrey President, Board of Directors

SG/ce

STATE OF COLORADO )

) SS.

COUNTY OF SAN MIGUEL )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Witness my hand and official seal.

Notary Public

My commission expires: \_\_\_\_\_