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# 2008017231  
03/11/2008 12:12 PM



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THIRD AMENDMENT TO  
PROTECTIVE COVENANTS OF  
BURNING TREE RANCH

This Amendment to the declaration of Protective Covenants is executed as of this the 15<sup>th</sup> day of January, 2008. WHEREAS, the Protective Covenants of Burning Tree Ranch were recorded January 18<sup>th</sup>, 1979, in book 352 at page 70 of the records of Clerk and Recorder of Douglas County, and were amended May 19<sup>th</sup>, 1990, and recorded on July 2, 1990, in Book 919 at Page 616 of the records of Clerk and Recorder of Douglas County, and were amended December 9<sup>th</sup>, 1999, and recorded on December 9<sup>th</sup>, 1999, in Book 1786 at Page 2148 of the Clerk and Recorder of Douglas County, and the concerned property legally described within the subdivision for Burning Tree Ranch, a subdivision of Lots indicated in Section 16, Township 7 South, Range 66 West of the 6<sup>th</sup> principle meridian, County of Douglas, State of Colorado.

WITNESSETH:

WHEREAS, the signers of the instrument are recorded owners, as of the date hereof; of the lots of Burning Tree Ranch; and,

WHEREAS, said owners together with other owners executing multiple copies of this instrument of amendment, represent 66 2/3 % or more of the resident- owners of the privately owned land included within the boundaries of Burning Tree Ranch as described in said declaration;

WHEREAS, said owners wish to amend said Declaration as the same is recorded for public record as set forth above;

NOW, THEREFORE, owners together with the other owners executing multiple copies of this instrument of amendment, hereby amend the Burning Tree Ranch Declaration of Protective Covenants, in the following respects:

Article IV GENERAL RESTRICTIONS ON ALL LOTS & TRACTS, Section 7 FENCING; which reads amended as follows:

7. FENCING. All fences on the road frontages must be of wood or stone or other materials approved by the environmental Committee. No wire fence in front of building setback. Fencing on all other boundaries must be of new construction; wire may be woven or barb less. If barb less, a minimum of four (4) strands must be used. Posts must be spaced on a maximum of one (1) rod.



27p  
\$135.00

**SECOND AMENDMENT TO  
PROTECTIVE COVENANTS OF  
BURNING TREE RANCH**

DC99102741

WHEREAS, the Protective Covenants of Burning Tree Ranch were recorded January 18, 1979, in Book 352 at Page 70 of the records of Clerk and Recorder of Douglas County, and were amended May 19, 1990, and recorded on July 2, 1990, in Book 919 at Page 616 of the records of clerk and recorder of Douglas County, and the concerned property legally described within the subdivision for Burning Tree Ranch, a subdivison of Lots indicated in Section 16, Township 7 South, Range 66 West of the 6<sup>th</sup> principle meridian, County of Douglas, State of Colorado;

WHEREAS, Article VIII, Section 3 of the Amended Protective Covenants of Burning Tree Ranch provide:

3. Amendment. The conditions, restrictions, stipulations, agreements, and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of sixty-six and two-thirds percent (66 2/3) of the resident owners of the privately owned land included within the boundaries of Burning Tree Ranch, as the same may then be shown on the plat on file in the office of the Clerk and Recorder of Douglas County, Colorado; and

WHEREAS, the undersigned represent sixty-six and two-thirds percent (66 2/3) of the resident owners of the privately owned land included within the boundaries of Burning Tree Ranch, as the same are shown on the plat on file in the office of the Clerk and Recorder of Douglas County, Colorado and hereby consent to the following amendment.

THEREFORE, Article VIII, Section 2 of the Amended Protective Covenants of Burning Tree Ranch is amended to read as follows:

2. Effect and Duration of Covenants. The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit and binding upon each tract in Burning Tree Ranch, and each owner of the property therein, its successors and representatives and assigns and shall continue full force and effect until hereafter amended.

IN WITNESS WHREOF, the undersigned resident owners of the privately owned Land included within the boundaries of Burning Tree Ranch set their hand and seal the date and year set opposite each name.

BURNING TREE RANCH  
AMENDMENT TO DECLARATION  
OF PROTECTIVE COVENANTS

DC9015817

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THIS AMENDMENT to Declaration of Protective Covenants is executed as of this 19th day of May, 1990, pursuant to the provisions of Burning Tree Ranch Declaration of Protective Covenants, Article VIII, General Provisions, Paragraph 3, recorded January 18, 1979, in Book 352, Page 70, Douglas County, Colorado records.

WITNESSETH:

WHEREAS, the signers of this instrument are record owners, as of the date hereof, of lots within Burning Tree Ranch; and,

WHEREAS, said owners, together with other owners executing multiple copies of this instrument of amendment, represent 66 2/3% or more of the resident-owners of the privately owned land included within the boundaries of Burning Tree Ranch as described in said Declaration;

WHEREAS, said owners wish to amend said Declaration as the same is recorded for the public record as set forth above;

NOW, THEREFORE, said owners, together with the other owners executing multiple copies of this instrument of amendment, hereby amend the Burning Tree Ranch Declaration of Protective Covenants, in the following respects:

Article VI, Sections 1 and 2, of said Declaration which read as follows:

"1. Utility Easements. Four Hundred Plus hereby reserves to itself, its successors, and assigns, perpetual easements as indicated on the inside of the project boundary and on both sides of each property line, as described on the recorded plat, except any portion of said perimeter which abuts on a dedicated county road, for the purpose of construction, maintaining, operating, irrigating, storm drainage, sewer, gas and similar lines, pipes, wires, ditches, and conduits.

2. Bridal Paths. The bridal paths shown on the recorded plat have not been dedicated for public use and shall only be used by residents of Burning Tree Ranch and their guests."

shall hereby be omitted in their entirety and an amended Article VI, Sections 1 and 2, shall be hereby substituted therefor. Said amended Sections 1 and 2 shall read and state as follows:

"1. Utility Easements. Four Hundred Plus hereby reserves to itself, its successors, and assigns,



[Signature] [Signature]

STATE OF Colorado )  
 ) ss.  
COUNTY OF Douglas )

The foregoing Amendment to Declaration of Protective Covenants was acknowledged before me this 7th day of April, 1990, by [Signature] owner(s) of a lot or lots within Burning Tree Ranch, Douglas County, Colorado.

Witness my hand and official seal.

My commission expires: 10/15/90

[Signature]  
Notary Public

STATE OF Colorado )  
 ) ss.  
COUNTY OF Douglas )

The foregoing Amendment to Declaration of Protective Covenants was acknowledged before me this 7th day of April, 1990, by [Signature] owner(s) of a lot or lots within Burning Tree Ranch, Douglas County, Colorado.

Witness my hand and official seal.

My commission expires: 10/15/90

[Signature]  
Notary Public

STATE OF Colorado )  
 ) ss.  
COUNTY OF Douglas )

The foregoing Amendment to Declaration of Protective Covenants was acknowledged before me this 7th day of April, 1990, by [Signature] owner(s) of a lot or lots within Burning Tree Ranch, Douglas County, Colorado.

Witness my hand and official seal.

My commission expires: 10/15/90

[Signature]  
Notary Public

Recorded at 9:10 O'Clock M. JAN 18 1979  
Reception No. 230583 - - - Currell Hew Recorder

DEC 22 1978  
PLANNING & ZONING  
OFFICE

PROTECTIVE COVENANTS OF  
BURNING TREE RANCH

DECLARATION AND ESTABLISHMENT OF BUILDING RESTRICTIONS  
AND PROTECTIVE COVENANTS IN BURNING TREE RANCH, A SUB-  
DIVISION OF LOTS LOCATED IN SECTION 36, TOWNSHIP 7  
SOUTH, RANGE 66 WEST OF THE 6TH P.M., DOUGLAS COUNTY,  
COLORADO, OWNED BY FOUR HUNDRED PLUS, A LIMITED PART-  
NERSHIP.

KNOW ALL MEN BY THESE PRESENTS THAT:

The lots in Burning Tree Ranch shall be governed  
by the following covenants:

1. General Requirements. It is the intention  
of Four Hundred Plus expressed by its execution of this  
instrument, that the lands shall be developed and main-  
tained as a highly desirable rural residential area. It  
is the purpose of these covenants that the present natural  
beauty, growth, native setting and surroundings shall  
always be protected insofar as possible in connection  
with the uses and structures permitted by this instrument.

ARTICLE I - DEFINITIONS

1. Residential Lots. All of the subdivision  
lots designated on the recorded plat of the subdivision  
by block and/or lot number shall be residential tracts.

2. Burning Tree Ranch. The name "Burning  
Tree Ranch" as used in these Covenants shall mean the  
lands included within the subdivision as shown on the  
recorded plat.

ARTICLE II - ENVIRONMENTAL COMMITTEE

1. Environmental Committee. The Committee  
shall mean the members of the Board of Directors of Four  
Hundred and One Corporation, the general partner for

Four Hundred Plus. Said Committee shall have and exercise all the powers, duties and responsibilities set forth in this instrument.

2. General Requirements. The Committee shall require that all construction, landscape improvements and alterations within Burning Tree Ranch be complimentary to the natural surroundings. The Committee shall protect the seclusion of each home from others insofar as possible.

3. Environmental Committee Not Liable. The Committee shall not be liable in damages to any person or association submitting any plans for approval, or to any owner or owners of lands within Burning Tree Ranch by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring title to property in Burning Tree Ranch, or any person or association submitting plans to the Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Committee, its members as individuals, advisors, employees, agents or developer.

4. Written Records. The Committee shall keep for at least five (5) years complete records of applications submitted to it (including one set for all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this instrument.

5. Duration. The Committee as designated in Article II, Paragraph 1, above, shall continue to serve until such time as 35 lots in the subdivision are sold or transferred by Four Hundred Plus, its successors or



assigns to individual lot owners. Thereafter, the Committee may then be elected from the existing landowners. The Committee composed of the landowners must consist of at least three (3) members. This Committee when so appointed or elected will have the same rights and powers to act in all matters and/or the enforcement of the covenants contained herein as was originally set forth within these Protective Covenants.

: ARTICLE III - VARIANCES

1. Variances. Where circumstances, such as topography, property lines, location of trees, vegetation, or other physical interference dictates, the Environmental Committee may, by a two-thirds (2/3) vote, allow reasonable variance of these Covenants.

ARTICLE IV - GENERAL RESTRICTIONS ON ALL LOTS & TRACTS

1. Zoning Regulations. No land within Burning Tree Ranch shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Douglas County, Colorado.

2. Signs. One lot entrance gate sign of a style and design as approved by the Committee shall be permitted, otherwise, no advertising signs, billboards, unsightly objects, or nuisance shall be erected, altered, or permitted on any tract or lot. Reasonable For Sale signs may be temporarily permitted.

3. Animals. No animals will be raised or bred on any lot for commercial reasons.

A. Household pets will be allowed.

B. Horses will be allowed only if they are kept corralled in an area not to exceed 1500 square feet and must conform to the lot set backs as set forth below.

(1) No more than three (3) horses will be allowed per site.

(2) Horses may be allowed to graze and pasture on the rear 2/3rds of a site for grass and weed control, etc., but be advised, to feed a horse this kind of property requires 15 acres or more per year, per animal, and is not represented as capable of extended grazing without damage to the natural grass and vegetation. Therefore, horses must be fed supplementarily and kept corralled.

(3) Horses may not be kept on a lot that does not have a permanent residence.

(4) Pigs, goats, poultry, and stallions are expressly prohibited in Burning Tree Ranch.

4. Irrigation. No more than 5,000 square feet shall be placed under irrigation for lawn and for garden use upon any individual lot within Burning Tree Ranch.

5. No Resubdivision. No tract described on the recorded plat shall be resubdivided into small tracts or lots not conveyed or encumbered as permitted on said recorded plat; however, conveyances or dedications of easements for utilities or private lands or roads may be made for less than all of one tract.

6. Refuse and Rubbish. Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary manner. No tract or easement shall be used or maintained as a dumping area for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. All refuse

and trash shall be removed from all lots and tracts and shall not be allowed to accumulate. Burning of trash will not be permitted.

7. Fencing. All fences on road frontages must be of wood or stone construction approved by the Committee, no wire fence in front of building setback. Fencing on all other boundaries must be of new construction; wire may be woven or barbles. If barbles, a minimum of four (4) strands must be used. Posts must be spaced on a maximum of one (1) rod.

8. Businesses. No commercial businesses of any kind may be conducted or permitted in Burning Tree Ranch.

#### ARTICLE V - RESTRICTIONS ON RESIDENTIAL TRACTS

1. Whether or not provision is specifically stated in any conveyance of acceptance of title hereto or by taking possession, the owner covenants and agrees that no building, wall, swimming pool, other structure shall be placed upon said tract unless and until the plans and specifications and the plot plans have been approved in writing by the Committee or its Assigns. Each such building, wall, swimming pool, or other structure shall be placed on the premises only in accordance with the plans and specifications and plot so approved. Refusal or approval of plans and specifications by the Committee may be based upon any ground, including purely esthetic grounds which in the sole and uncontrolled discretion of the Committee or its Assigns shall seem sufficient. No alteration of the exterior appearance of the building or structures shall be made without like approval.

Should the Committee, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a tract or tracts within the subdivision within thirty (30) days after written request, then such approval shall not be required, provided, however, that no building or other structure shall be erected or allowed to remain in any tract which violates any of the covenants or restrictions herein contained. The issuance of a building permit or license, which may be in contravention of these protective covenants, shall not prevent the Committee from enforcing these provisions.

2. Number and Location of Buildings. No building or structures shall be placed, erected, altered, or permitted to remain on any residential lot other than:

(1) One detached single-family dwelling house and a two or more vehicle attached or detached garage; and a

(2) Service type barn, or stable.

(3) All structures on the site must conform in appearance and construction materials, with the main building.

3. Dwelling House. At the time said plans and specifications receive approval, the prospective builder shall proceed diligently with said dwelling house and garage, and the same shall be completed within a maximum period of nine (9) months, excepting however, that this period may be enlarged by an additional three (3) months period if said extension is made necessary by reason of inclement weather, inability to obtain materials, strikes, acts of God, etc. The exterior construction on all buildings must be completed, including treating or painting

of wood, before occupancy.

4. Dwelling Size. Ground floor area of each dwelling, exclusive of porches and garages, shall not be less than 2000 square feet for a one-story. If there is one and one-half (1 1/2) or more stories to the homes, the total floor space, exclusive of basement, must be not less than 2400 square feet; not less than 1400 square feet on the ground floor and not less than 1000 square feet on the second floor.

5. Used or Temporary Structures. No temporary houses or mobile homes shall be allowed on any resident tract. No new dwelling shall be occupied in any manner prior to its completion. No outside aerial or antenna shall be allowed.

6. Exterior Lighting. All exterior lighting and standards shall be approved by the Committee in the subdivision. It will be the owner's responsibility to install, prior to occupancy and use, a post light with photo cell at driveway entrance.

7. Off Street Parking. Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence. No parking shall be allowed within the road right of way. Parking of recreational or utility vehicles on any tract must be done in an inconspicuous manner.

8. Garbage Disposal, Sanitary Systems and Water Systems. No sewage disposal system shall be constructed, altered or allowed to remain or used unless fully approved as to design, capacity, location and construction by the proper public health agencies of the State of Colorado, County of Douglas, and the Committee.

9. Foundations. No foundation cinderblock or

concrete shall be exposed beyond (1) foot.

10. New Construction. Only new construction will be allowed. No used or metal buildings shall be allowed.

11. Fireplaces, Chimneys, Barbeques. All fireplaces, chimneys, and barbeques shall be equipped and maintained with spark arresting screens.

12. Land Uses. No improvements nor any noxious activity shall be permitted on any residential lot which is or might become a nuisance to adjoining residential tracts. Also, no open fires will be permitted and no hunting or discharge of firearms will be permitted within Burning Tree Ranch.

13. Storage. Enclosed facilities shall be provided for all machinery parked or stored on the premises.

14. Single Family Dwellings. Single family shall be interpreted to mean one male and/or female head of the household and his or her blood related or legally adopted dependents. Multiple families under one roof are expressly forbidden.

#### ARTICLE VI - EASEMENTS

1. Utility Easements. Four Hundred Plus hereby reserves to itself, its successors, and assigns, perpetual easements as indicated on the inside of the project boundary and on both sides of each property line, as described on the recorded plat, except any portion of said perimeter which abutts on a dedicated county road, for the purpose of construction, maintaining, operating, irrigating, storm drainage, sewer, gas and similar lines, pipes, wires, ditches, and conduits.

2. Bridal Paths. The bridal paths shown on the recorded plat have not been dedicated for public use and shall only be used by residents of Burning Tree Ranch and their guests.

#### ARTICLE VII - ENFORCEMENT

1. Enforcement Actions. The Environmental

Committee shall have the right to prosecute any action, enforce the provisions of all covenants by injunctive relief, on behalf of itself and all or part of Burning Tree Ranch landowners. In addition, each landowner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.

2. Limitations on Actions. In the event any construction, alteration or site landscape work is commenced upon any portion of Burning Tree Ranch in violation of these covenants and no action is commenced within thirty (30) days thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but an action for damages shall still be available to any party aggrieved. Said thirty (30) days limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

#### ARTICLE VIII - GENERAL PROVISIONS

1. 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.

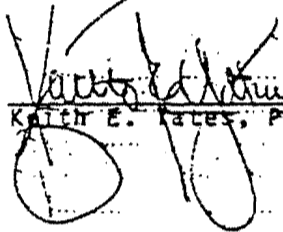
2. Effect and Duration of Covenants. The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in Burning Tree Ranch, and each owner of property therein, his successors, representatives and assigns and shall continue in full force and effect until December 31, 1999.

3. Amendment. The conditions, restrictions, stipulations, agreements, and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of sixty-six and two-thirds

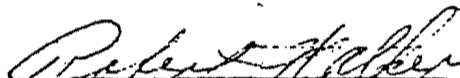
percent (66 2/3%) of the resident-owners of the privately owned land included within the boundaries of Burning Tree Ranch, as the same may then be shown on the plat on file in the office of the Clerk and Recorder of Douglas County, Colorado.

4. Enforcement. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violation.

FOUR HUNDRED PLUS,  
A Limited Partnership,  
by FOUR HUNDRED AND ONE CORPORATION,  
the General Partner

  
Keith E. Bates, President

ATTEST:

  
Robert Walker, Secretary