

Revised January 1, 2021

# OAKBROOK DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

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## Introduction

This declaration made of the date hereinafter set forth by the Oakbrook Homeowners as follows:

WITNESSETH: Whereas, on October 28, 2020, the *Oakbrook Declaration of Covenants, Conditions, and Restrictions* were revised based on the majority vote of the current membership (i.e., homeowners) of the Oakbrook Homeowners Association and with the approval of the Oakbrook Board of Directors. The following covenants replace in full the previous *Oakbrook Declaration of Covenants, Conditions, and Restrictions* which had been adopted in 2010 and 1986.

Now, therefore, the Oakbrook Homeowners hereby declare that all of the real property, being all lots in accordance with the recorded plats of Oakbrook Filing No. 1 and Oakbrook Filing No. 2, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties

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having any right, title, or interest in said real property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each Owner thereof.

## **Article I: Definitions**

### **Section 1. Committee**

“Committee” shall mean and refer to the Oakbrook Subdivisions Homeowners Covenant Committee, its successors and assigns.

### **Section 2. Owner**

“Owner” shall mean and refer to the record Owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the properties including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

### **Section 3. Properties**

“Properties” shall mean and refer to that certain real property hereinabove described and referred to as the Oakbrook Subdivision.

### **Section 4. Lot**

“Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties, excluding road, streets, etc. or a property survey furnished to the Owner at the time of closing.

### **Section 5. OHA**

“OHA” shall mean and refer to the Oakbrook Homeowners Association, its successors and assigns.

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## **Article II: Architectural Control**

### **Section 1. Homeowners Covenant Committee**

Homeowners Covenant Committee: There is hereby created the Oakbrook Subdivision Homeowners Covenant Committee, hereinafter referred to as the "Committee" for the purpose of maintaining within the Oakbrook Subdivision a style and nature of building design which is homogeneous to the area's physical setting and to act as arbitrators in interpretation and disputes concerning said covenants.

#### Membership:

1. The committee shall consist of any individual who is an owner of record in the Oakbrook Subdivision and shall be appointed by the OHA's elected Board of Directors. The OHA, for itself, its successors, transferees and assigns, hereby releases and waives any and all claims against the members of the Committee for acts or omissions done in good faith arising out of their service on the Committee.
2. Membership shall consist of five (5) individuals. Terms of Committee members shall be for one year with the opportunity for reappointment for an additional one year term not to exceed two consecutive years. Members may be reappointed after an absence of one year.
3. The Committee shall adopt rules and regulations concerning Committee functions, fix time and place of regular meetings, appoint a chairperson, and keep minutes of the meetings which shall be open for inspection by any homeowner of record.
4. All decisions of the Committee shall be by majority vote. In the event of death or resignation of any members of the Committee, the Board of Directors of the OHA shall have full authority to designate a successor to fulfill the remainder of said member's term. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this Committee. At any time, the then recorded Owners of a majority of the lots or the elected Board of Directors of the OHA shall have the power to remove any Committee member.

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5. It shall remain the prerogative and in the jurisdiction of the Committee to review applications and grant approval for exceptions to this Declaration. Variations and deviations from these requirements and restrictions may be made only when such exceptions, variations, and deviations do not in any way detract from the appearance and aesthetic qualities of the properties and are not in any way detrimental to the property values of individuals located in the vicinity or in any way detrimental to the general public health, safety, or welfare.

## **Section 2. Control**

No building, fence, wall, or other structure, shall be erected or alterations made on any building, fence, wall or other structure until the construction plans and specifications regarding quality of workmanship, type of materials, and harmony of external design shall have been approved first by the Committee, and if necessary, then by the City of Littleton through issuance of a building permit. An exception will be made if an existing fence is being replaced in the exact same location, by the same design and type of materials, in which case no Committee approval is required. Also, a site plan shall be submitted to the Committee for their approval showing the location of said proposed structure with respect to topography, finish grade elevation and any existing structures on or adjacent to said building site. Each owner shall provide, at his cost, appropriate house plans, specifications, site and/or grading plans to the Committee at least thirty (30) days prior to the date actual construction is scheduled to commence on his property to allow adequate review/processing time for both the Committee and, if necessary, the City of Littleton Building Department.

Should the Committee fail to approve or disapprove the plans and specifications submitted to it by the Owner of a lot in the Properties within thirty (30) days after written request thereof, then such approval shall not be required, provided however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the covenants or restrictions herein. 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.

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All plans must be submitted to the OHA at address published in their official publication. In the event the OHA or the Committee is no longer active in covenant concerns, then record owners of a majority of the lots shall, through a duly recorded instrument, designate a Committee and an address to which plans must thereafter be submitted. In the event the Committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

The Committee's approval of a building, fence, wall or other structure does not prevent the Owner from being responsible for obtaining a building permit from the City of Littleton.

## **Article III: Use Restrictions**

### **Section 1. Residential Use**

No lot or lots embraced in the properties shall be used for other than single-family residential purposes in accordance with City of Littleton zoning of single-family residential neighborhoods. There shall not exist on any lot as shown on the plat recorded at the Arapahoe County Clerk and Recorder's Office at any time more than one dwelling. All buildings or structures erected upon said property shall be of new construction. No garage, carport or porch shall be constructed except as an integral part of the residence it is intended to serve. Any garage or carport shall not hold more than three cars.

### **Section 2. Building Standards**

All structures shall conform to the current edition of the Uniform Building Code published by the International Conference of Building Officials as a guide for sound construction; furthermore, all buildings shall conform to current editions of the National Electric and National Plumbing Codes, as well as all additional applicable codes and ordinances as enforced by the City of Littleton and State of Colorado.

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### **Section 3. Building Height**

Maximum building height requirements shall not exceed thirty (30) feet. The designated maximum building height shall be considered as the vertical distance from the average finished ground level of the building site to the highest point of the structure directly above said ground level, the designated maximum building height requirements may be waived by the Committee when in their opinion such structures relate to sound architectural planning and land use, and conform to the overall design and pattern of the development and approved by the City of Littleton.

### **Section 4. Dwelling Cost, Quality, and Size**

No replacement dwelling shall be permitted on any lot at a cost of less than fair market value less land cost of dwelling being replaced, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material 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 permitted dwelling size and that architectural consistency with the homes in Oakbrook be maintained. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1400 square feet for a one-story dwelling, not less than 500 square feet per level of a dwelling of more than one story.

### **Section 5. Lot Width**

No dwelling shall be erected or placed on any lot having a width of fewer than 50 feet at the building setback line.

### **Section 6. Time for Construction**

At the time plans and specifications receive approval from the Committee, the prospective builder shall proceed diligently with construction of said building, and the same shall be ready for occupancy within a maximum period of one (1) year's time from the date of commencement, excepting, however, that this period may be extended by written instrument as may be deemed reasonable by the Committee if said extension is made

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necessary by reason of inclement weather, inability to obtain materials, strikes, acts of God, etc.

### **Section 7. Occupancy of Structure**

No structure shall be occupied or used for the purpose for which it was built until the same shall be approved and/or inspected by the City Building Inspector or such other official designated by the City of Littleton. No structure erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required.

### **Section 8. Building Exterior**

The exterior portions of all buildings shall have manufactured finished surface materials, natural stone, brick, or shall be painted or stained upon completion so that all exposed surfaces shall have a finished appearance.

### **Section 9. Attached and Unattached Additions**

No air conditioning unit, evaporative cooler, radio, television antennae, or other objects shall be placed upon the roof or fireplace chimney or any exterior surface except or unless such air conditioning unit or object is architecturally concealed from view and plans for concealment have been submitted to and approved by the Committee. Satellite dishes that are one meter or less in size may be attached to the sides and/or back of the house, but not on the front of the house. Homeowners should make reasonable efforts to conceal satellite dishes from view.

No unattached structure, playground equipment, swing sets, playhouses, shed, antennae not attached to the dwelling, satellite dishes, basketball backboards shall protrude from the ground higher than six (6) feet or unless all plans have been submitted and approved by the Committee. Pre-manufactured playground equipment and swing sets are excluded provided they do not exceed ten (10) feet above the existing elevation and are placed behind front setbacks.

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## **Section 10. Parking and Storage**

Vehicles parked on the street or on private property must be operable, street legal and maintain current license plates and registration, except for vehicles stored in a fully enclosed garage or behind a front setback and a six (6) foot fence, parked on either concrete or other approved surface (vehicles cannot be parked on dirt or vegetation).

Vehicles may be parked on the street alongside the owner's property for a maximum of 14 consecutive days, but may not park alongside someone else's property for more than 48 consecutive hours. For purposes of this paragraph, a vehicle is defined as an automobile, a motorcycle, a passenger truck, and a passenger van.

Recreational Vehicles (RVs) may not be parked on the street or in the front of the front setbacks of a residence for more than 3 calendar days (72 consecutive hours). An exception is allowed for up to 7 days if the owner has obtained a special permit from the City of Littleton. RVs may be parked behind the front setbacks and behind a six (6) foot fence, if they are parked on concrete or other approved surface (they may not be parked on dirt or vegetation). Recreational Vehicles include trailers of any size, campers, tent trailers, Class A, B or C motorhomes, boats and other watercraft, All Terrain Vehicles (ATVs), snowmobiles, and any oversized vehicles.

Major auto repairs and restoration of vehicles and RVs may occur only within a fully enclosed garage.

## **Section 11. Landscaping and Lot Maintenance**

All the trees cleared will be disposed of in such a way that all lots, whether vacant or occupied by a residence, shall be kept free of accumulations of brush, trash, or other materials which may constitute a fire hazard or render a lot unsightly, provided, however, that this shall not operate or restrict grantees from storing fireplace wood in neat stacks behind front setbacks.

The grounds around all dwellings shall be seeded, sodded or otherwise landscaped by the owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of weeds and disease. Under no circumstances shall the Owner of any lot or parcel of land disturb the natural soil or grasses unless the Owner within a



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reasonable time thereafter constructs upon, paves, gravels or replant. such area with ground cover approved by the Committee. The ground may be cultivated for gardening, provided, however, that no garden is maintained for commercial purposes. All lots must be maintained with approved ground cover.

A grading plan shall be presented to the Committee for their approval prior to commencing construction of any residential unit on any lot and no additional grading on any lot shall be permitted without prior approval by the Committee.

### **Section 12. Unnatural Drainage**

Under no circumstances shall the drainage characteristics of any lot(s), as established by Medema Homes, Inc. and approved by governmental and municipal agencies, be altered by any property owner(s) or his agents during the course of landscaping, subsequent construction within the site(s) or erosion that is a direct result of lack of landscaping or maintenance. Drainage swales, channels and easements established by Medema Homes, Inc. shall not be altered, obliterated or blocked by a property owner(s) or his agent. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the adjacent lots. The property owner(s) or his agent is responsible for maintaining such grades, swales, and easements once they have been established by Medema Homes, Inc. as a requirement of the Homeowners Warranty Program, governmental or municipal agencies. Non-compliance will invalidate any warranty obligations under the Homeowners Warranty Program and Medema Homes, Inc. warranty, as well as relieving Medema Homes, Inc. of any liability or damage claims.

### **Section 13. Temporary Residences**

No structure of a temporary character, no trailer, converted trailer, mobile home, basement, tent, or accessory building shall be used on any lot as a residence, temporarily or permanently, except that the Committee may approve during any construction or sale period. The approval in the above case by the Committee is expressly subject to the approval and issuance of a permit in each case by the City of Littleton.

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## **Section 14. Sight Distance at Intersections percent%**

Planting of shrubs, trees or flowers or the erection of any fence or structure over forty-eight (48) inches above the roadways must allow fifty (50) percent visibility on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty-five (35) feet from the intersection or the street line, or in the case of rounded property corner, from the intersection of the street property lines extended.

## **Section 15. Walls and Fences**

Side and rear setback spaces may have a fence constructed to a height of seventy-two (72) inches and may be a solid fence. An exception to the fencing along the side setback is noted above in Section 14. Sight Distance at Intersections. All boundary line hedges or shrubbery exceeding six (6) feet must be neatly maintained. No wall or fence of any height shall be constructed on any lot until after the height, type, design, and approximate location thereof shall have been approved in writing by the Committee. The heights or elevations of any wall or fence shall be measured from the existing elevations of the property at or along the applicable points of lines. Any questions as to such height will be determined by the Committee. A building permit may be required from the City of Littleton.

## **Section 16. Nuisance**

Nothing shall be done or permitted upon the properties which may be or become an annoyance to the subdivision or detract from its value as an attractive residential community. No lot shall be used in whole or in part for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material emit foul or obnoxious odors, or that which will cause any noise that will or might disturb the peace, quiet comfort or serenity of the occupants of surrounding property. Habitually barking, howling or yelping pets shall be deemed a nuisance.

## **Section 17. Garbage, Refuse Disposal, Tanks**

No lot, or out-lot or vacant parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in clean, sanitary containers concealed

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from view behind front setbacks. All garbage cans, equipment, or storage piles shall be walled-in to conceal them from the view of neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by the Committee prior to construction. No elevated tanks of any kind shall be erected, placed or permitted on any part of such premises.

## **Section 18. Signs and Flags**

The Association may adopt reasonable content neutral rules regulating the number, location/placement, and size of flags and signs. Additionally, the Association may regulate signs and flags bearing commercial messages. Pursuant to 2021 changes in Colorado Law, and to uphold the aesthetics of the Oakbrook Homeowners Association, the following will apply to all Lots:

### a) Flags

- i) Pursuant to C.R.S. § 38-33.3-106.5(a), the Association may not prohibit the display of a flag on an Owner's property, prohibit or regulate the display of flags on the basis of their subject matter, message or content, or prohibit the installation of a flag or flagpole.
- ii) Number: At any given time, no more than two (2) flags shall be displayed on a Lot.
- iii) Placement: Flags may be placed on a Lot on a flagpole or attached to the main structure on the lot (i.e., attached to the balcony on the house), but may not be attached to a garage door.
- iv) Size: Flags shall not exceed a maximum dimension of three (3) feet by five (5) feet.
- v) Flagpoles: Flagpoles may be placed on a Lot. Prior to installation, Owners must obtain approval of a proposed flagpole from the Association. Flagpoles may be freestanding or mounted on a building, and the flagpole installation may be temporary or permanent. Flagpoles shall be limited to two (2) per Lot. Flagpoles shall not exceed twenty (20) feet in height. Flagpoles shall be placed at least ten (10) feet from the Lot boundary. Flagpoles may not be placed on the Common Elements. Flagpoles pre-existing the 2021 changes to Colorado Law shall be grandfathered in and are not required to be changed.

### b) Signs

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- i) Content: Pursuant to C.R.S. § 38-33.3-106.5(c), the Association may not prohibit the display of a sign by an Owner or occupant of a Lot within the boundaries of the Lot, or prohibit or regulate the display of window signs or yard signs on the basis of their subject matter, message, or content.
  - ii) Number: At any given time, no more than two (2) signs shall be displayed on a Lot. A double-sided sign shall constitute one (1) sign. A sign with three (3) or more sides is prohibited.
  - iii) Placement: Signs may be placed on a lot and shall be placed at least two (2) feet from the Lot boundary. Signs may be attached to the main structure on the lot (i.e., attached to the balcony on the house), but may not be attached to a garage door.
  - iv) Size: Signs shall not exceed a maximum dimension of three (3) square feet.
  - v) Height: Signs shall not exceed three (3) feet in height, measured from the top of the Sign to the lowest adjacent grade.
- c) Commercial Messages
- i) A security system sign that identifies that the premise has a security system is permitted.
  - ii) One sign placed by a business while they are doing work for a resident is permitted and must be removed within one week of the completion of the work.

### **Section 19. Subdivision of Lots**

None of the lots shall at any time be divided, subdivided or re-subdivided unless said division, subdivision or re-subdivision is permitted under the regulations, codes, and ordinances of the city of Littleton, State of Colorado. In the event of said division, all property thereunder shall be subject to all other provisions hereof.

### **Section 20. Mining**

No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted therefrom.

### **Section 21. Construction**

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Any property owner, during a construction period, shall have the right to ingress and egress over the property owned by said property owner and the right to store materials thereon and to make such other use thereof as in discretion may be necessary to complete any construction thereon. The exercise of the rights secured to the property owner herein shall not unreasonably interfere with the rights of access to occupation, use, and enjoyment by any owner of his residence, parking area, or his access to a public way from his premises.

### **Section 22. Setbacks**

All setbacks must be maintained in accordance with the original recorded plat and as provided by law. For purposes of this covenant, eaves, steps, open porches, and fireplaces or fireplace chimneys shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of the building site to encroach upon another building site as platted in the subdivision.

### **Section 23. Short-Term Rental Use**

No lot, structure, portion of lot, or portion of structure embraced in the properties shall be rented out for fewer than thirty (30) consecutive days unless the homeowner of the lot or structure is physically present in the structure for the duration of the guest occupancy.

Any homeowner wishing to rent out a portion of their lot or structure for fewer than thirty (30) consecutive days, e.g. Short-Term Rental, shall follow all applicable Laws and Ordinances in accordance with the City of Littleton, Arapahoe County, State of Colorado, and any other governing bodies.

Any homeowner wishing to rent out a portion of their lot or structure for any duration of time shall follow all applicable Laws and Ordinances in accordance with the City of Littleton, Arapahoe County, State of Colorado, and any other governing bodies.

Any homeowner wishing to rent out a portion of their lot or structure for fewer than thirty (30) consecutive days shall register their intention with the HOA Board on an annual basis, no later than January 1st of the year in which the homeowner intends to operate the Short-Term Rental. If a homeowner decides after January 1st of the current year to begin renting out a portion of their lot or structure for fewer than thirty (30) days, the owner must

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register their intention with the HOA Board at least thirty (30) days before the first rental occurs.

No lot, structure, portion of lot, or portion of structure embraced in the properties shall be re-let, sub-let, or otherwise rented out by any renter or non-homeowner for fewer than thirty (30) consecutive days.

No non-permanent structure or portion of a non-permanent structure shall be rented out for any length of time.

## **Section 24. Residential Renewable Energy Technology**

### Solar Energy Technology

The installation and operation of solar panels, solar shingles, and other solar energy collecting technology on a residence is permitted in accordance with city code and state law.

### Wind Turbines

The installation and operation of residential house roof-mounted wind turbines is permitted in accordance with city code and state law. This section does not impose a height restriction on the height of house roof mounted wind turbines and exempts a house roof-mounted wind turbines from the height requirements set forth in Section 9 of this article. Mounting wind turbines to backyard sheds and constructing and maintaining free-standing wind turbines is not permitted.

### Geothermal

The installation of a residential geothermal heating and cooling system is permitted in accordance with city code and state law. This shall include reasonable temporary accommodations needed for fences and rights-of-way in drilling a geothermal well. Drilling and operation of a geothermal well shall be exempt from Section 20 in this article as the HOA acknowledges that the thermal and physical properties of water are a mineral and insofar as the well does not produce hydrocarbons. Any structure needed to house the geothermal operating equipment should be no larger than an unattached shed as noted in

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Section 9 and that structure and any associated surface disturbance adheres to Sections 14, 15, 17, and 22 of this article.

## **Article IV: Easements**

### **Section 1. Easements**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats of the Oakbrook subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow or drainage channels in the easement or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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## **Article V: General Provisions**

### **Section 1. Enforcement**

The Committee, or any owner, shall have the right to enforce by a proceeding at law or in equity to recover damages for violations of said covenants and restrictions including reasonable attorney fees incurred in enforcing these covenants, or to restrain such violation or attempted violation, or to modify or remove structures fully or partially completed in violation thereof, or both. The OHA shall not be liable to reimburse any owner for attorney's fees or costs incurred in any suit brought by an owner to enforce or attempt to enforce these covenants.

### **Section 2. Severability**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

### **Section 3. Amendment**

The covenants and restrictions of the Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by a majority of the Owners. Any amendment must be recorded.

### **Section 4. Gender and Grammar**

The singular wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assured though not each case fully expressed.

## **Article VI: Street Lighting**

All lots shall be subject to and bound by Public Service Company tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado



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relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. Any and all owners shall pay as billed a portion of the cost of Public Street lighting in the subdivision in accordance with the rates, rules, and regulations now in effect and as hereafter amended by Public Service Company, the same to be filed with and approved by the Public Utilities Commission of the State of Colorado.