

# *Columbine Knolls South II*

## Prospective Buyer and Realtor Information Package

(Section 1 – Revised 02/09/2010)

This package is intended to provide information to prospective buyers and realtors regarding the Columbine Knolls South II community (CKSII). Hopefully, receiving this information during your search for a home, you will have everything necessary to make an informed buying decision. It is also intended to encourage you to ask questions about the community regarding any specific issues that are of interest or concern to you. **Keep in mind that any verbal representations made to you should be verified for accuracy.** Potential misunderstandings can be greatly reduced by taking this verification step.

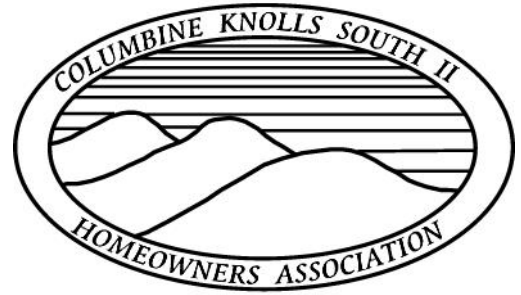
CKSII is an upscale Planned Development community within Jefferson County and consists of 531 homes. It is a covenant-controlled community and the main governing documents consist of **Protective Covenants** and the **Columbine Knolls South Planned Development Restrictions (ODP)**, both of which are filed with the county and run with the land. Enforcement of the regulations set forth in these two documents is generally handled by our Homeowners' Association Board, who utilizes a management company to handle the monitoring and day to day issues of covenant enforcement. This package contains copies of both the Protective Covenants and the ODP, as well as a description of the homeowners' association and the benefits that it provides. A copy of the association by-laws is also included in this package.

We're glad that you are considering making our home, your home and want to provide you with the best information possible. In addition to this package, visit our web site, [www.cksii.org](http://www.cksii.org) . It contains a variety of information, including our most recent newsletter, area schools, etc. Should you have any additional questions, comments or concerns about CKSII, please e-mail them to [president@cksii.org](mailto:president@cksii.org) . Your e-mail will be directed to the appropriate person, who will contact you and provide the information that you need. Please provide both your name and a telephone number.

We look forward to hearing from you and good luck in your search for a new home.

Columbine Knolls South II Homeowners' Association Board

# Columbine Knolls South II Homeowners' Association



## Description

The Columbine Knolls South II Homeowners' Association is an organization consisting of area homeowners. Membership in the Association is required for Section 1 owners, who purchased their home after January 9, 2009. The overall purpose of the Association is to provide for and maintain a community in which all residents can be proud to call home.

Association meetings are held regularly and open to all HOA members. Community involvement at these meetings is encouraged and the Board welcomes your input.

On the next page is a membership form for the Homeowners' Association. After you move in, please fill it out and send it in.

## Address

Columbine Knolls South II Homeowners Association P.O. Box 621625 Littleton, CO 80162

## How the Association Benefits the Community

Protection of the largest investment that most people will make in their lifetime, through covenant enforcement.

Representation and communication both within and without the area whereby our viewpoint is presented as a unified voice to all individuals, organizations and government officials affecting our community.

Active involvement with Foothills Parks and Recreation to solicit funding for improvements to our community including parks, paths and common areas.

Newsletter to keep you informed as to what is going on in your community.

**Weekly trash pickup service, including recycling. Details follow the membership form.**

Annual Large Item Pickup for Association members to help dispose of unwanted items.

Sponsorship of our Annual Community Garage Sale.

Sponsorship of our community membership in CO-HOPE.

Sponsorship of the CKSII web site, which provides information to all community members.

# *Columbine Knolls South II Homeowners' Association Membership Form*

I am a resident of Columbine Knolls South II and want to join the Homeowners' Association.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

I want my membership to begin on: (circle one)

Jan Feb Mar Apr May Jun

Jul Aug Sep Oct Nov Dec

I also want trash service beginning on the same month as my membership. (circle one)

Yes No

I understand that this membership is effective through December 31 and that the **dues / assessments are not refundable**. I have included a check for the appropriate amount from the schedule to the right. The monthly amount, with trash service, is \$17.50. The monthly amount, without trash service, is \$9.25.

I am interested in volunteering to help my community. Please call me.

Yes No

# *Welcome To The Neighborhood!*

## Schedule

	With Trash	Without Trash
January	232.00	111.00
February	212.63	101.75
March	193.30	92.50
April	173.97	83.25
May	154.64	74.00
June	135.31	64.75
July	115.98	55.50
August	96.65	46.25
September	77.32	37.00
October	57.99	27.75
November	38.66	18.50
December	19.33	9.25

Please send your membership form, along with your check, to:

Columbine Knolls South II  
Homeowners' Association  
P.O. Box 621625  
Littleton, CO 80162

**Thank You For Your Support**

# Trash Service Program Details

Your Columbine Knolls South II Homeowners' Association has negotiated with a local waste disposal company and is able to offer HOA members a substantially reduced rate for trash service. When you join the HOA, you have the option of participating in this program. The details of the program are as follows:

- ✓ Trash is picked up every **Wednesday**.
- ✓ **Recyclables** are picked up every other Wednesday.
- ✓ All billing and payments are handled by the Homeowners' Association. You write only one check per year to the HOA and receive no bills from the trash service company.

## Recyclable Bins

If you have bins from a previous provider, they belong to YOU.  
You can use them in the CKSII trash service program.

If you don't own any bins, you can obtain them from our trash service provider. Their contact phone number is listed on the front page of every monthly newsletter, *The Review*, and they will be happy to help.

You can also purchase bins designed for recycling from stores such as Target or Wal-Mart.

# Documents

There are three documents that you, as a homeowner in CKSII, should have. They are included for your convenience in this package and a brief explanation of each follows.

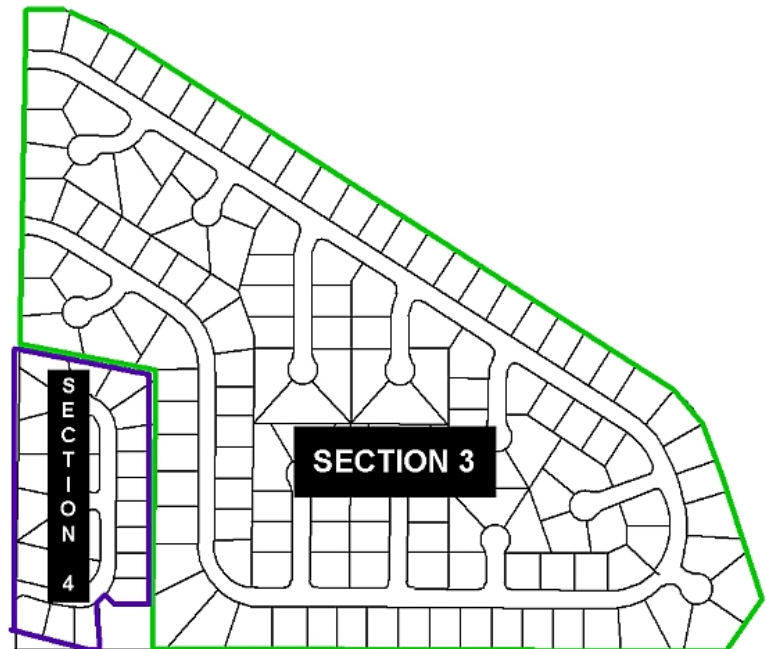
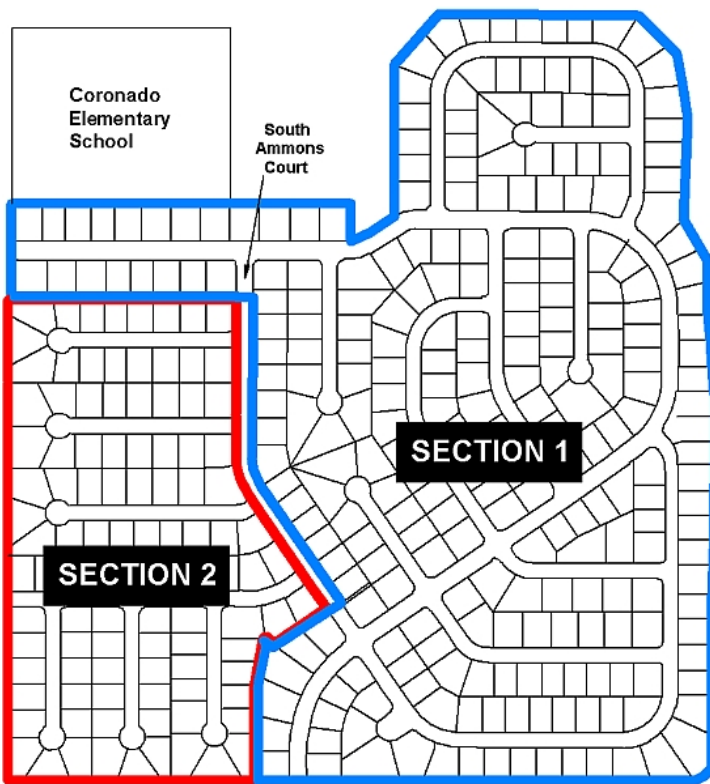
The **Protective Covenants** are specific to Columbine Knolls South II and lay out general guidelines for homeowners to follow with the purpose of maintaining an up-scale community in a consistent manner. The covenants are filed with Jefferson County. These covenants are binding and are enforceable by any member of the community or by our Homeowners' Association. The covenants contained in this document apply to **Section 1 (Reception # 2009002076)** on the map below.

The **Columbine Knolls South Planned Development Restrictions, or ODP**, is filed with Jefferson County Planning and Zoning. It is the underlying zoning document for the development of our community, as well as several other communities in the immediate area, and is enforced by Jefferson County. This is a binding document on all homeowners in CKSII.

The **Homeowners' Association By-Laws** are the rules governing the operation of our Columbine Knolls South II Homeowners' Association and are filed with the Secretary of State.

Sections 1 and 2 are located South of the greenbelt.

Sections 3 and 4 are located North of the greenbelt.



PROTECTIVE COVENANTS FOR A PORTION  
OF COLUMBINE KNOLLS SOUTH,  
FILING NO. 2, AMENDMENT NO. 1  
(RECEPTION NO. 78048583)  
REVISED COVENANTS OCTOBER 2008

PART A      PREAMBLE

Whereas, the undersigned, RIDGEWOOD DEVELOPMENT CO., a Limited Partnership, 14618 W. Sixth Avenue, Golden, Colorado, is the sole owner of the following described real property in the County of Jefferson, State of Colorado, to-wit:

Whereas, Ridgewood Development Co., a Limited Partnership, submitted certain real property to the Protective Covenants for a Portion of Columbine Knolls South, Filing No. 2, Amendment No. 1 as recorded in the real property records of Jefferson County, Colorado at Reception No. 78048583 on June 1, 1978 (the "Protective Covenants").

Whereas, the following Lots located in Jefferson County, Colorado are subject to the terms of these Protective Covenants:

Lots 1 through 71, Block 5, Lots 1 through 26, Block 6, Lots 1 through 30, Block 7, Lots 1 through 17, Block 8, Lots 1 through 11, Block 9, Lots 1 through 14, Block 10, Lots 1 through 23, Block 11, Lots 1 through 56, Block 12, Lots 1 through 8, Block 13 and Lots 41 through 46, Block 14, all in COLUMBINE KNOLLS SOUTH-FILING NO. 2, Amendment No. 1.

Whereas, it is desired to maintain said real property as a high class residential district:

Whereas, Part I, Section I-1 of the Protective Covenants provides that the covenants may be amended at any time and from time to time by the agreement of the then owners of a majority of the Lots; and

Whereas, Owners of at least a majority of the Lots subject to these Protective Covenants desire to amend and restate the Protective Covenants in their entirety and have evidenced their agreement by their signatures attached hereto.

NOW, THEREFORE, the Protective Covenants are hereby amended by amending and restating them as follows:

PART B      DEFINITIONS

Generally, terms used in these Protective Covenants, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Colorado Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in these Protective Covenants shall be defined as follows:

(a) "Act" means the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-100, et seq., as may be amended from time to time. Columbine Knolls South II is a limited expense community subject only to those provisions of the Act as set forth in C.R.S. § 38-33.3-116.

(b) "Association" means Columbine Knolls South II Homeowners Association, a Colorado nonprofit corporation, its successors or assigns.

(c) "Board" or "Board of Directors" means the elected body responsible for management and operation of the Association.

(d) "Bylaws" mean the Bylaws of Columbine Knolls South II Homeowners Association.

(e) "Common Expenses" mean the expenses anticipated or actually incurred by the Association for the benefit of the Association and the Members.

(f) "Community" means the Lots in Columbine Knolls South, Filing No. 2, Amendment No. 1 that are subject to the terms of these Protective Covenants.

(g) "Community-Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing within the Community.

(h) "Governing Documents" mean these Protective Covenants, the Association's Bylaws, rules and regulations and the Plat, all as may be supplemented or amended from time to time.

(i) "Lot" means a portion of the Columbine Knolls South II Subdivision, Filing No. 2, Amendment No. 1 that is intended for ownership and use as a single family dwelling site.

(j) "Member" means a member of the Association, including Permanent Members and Voluntary Members.

(k) "Owner" means the record title holder of a Lot within the Property, but shall not include a Mortgage Holder on the Lot.

(l) "Permanent Member" means a Lot Owner whose Lot has been subjected to Permanent Membership in the Association.

(m) "Permanent Member Lot" means a Lot subjected to Permanent Membership in the Association hereunder.

(n) "Permanent Membership" means a membership in the Association which is permanent and mandatory and which cannot be separated from a Lot, but rather is appurtenant to and runs with title to a Lot by acquisition of the Lot after the date these Amended and Restated Protective Covenants are recorded in the Jefferson County, Colorado land records.

(o) "Person" means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(p) "Property" means that real estate which is submitted to the provisions of these Protective Covenants, as described in the Preamble to these Amended and Restated Protective Covenants and incorporated herein by reference.

(q) "Voluntary Member" means an Owner of a Lot who is a member of the Association, but whose Lot has not been subjected to Permanent Membership in the Association.

## PART C      AREA OF APPLICATION

### C-1 FULLY PROTECTED RESIDENTIAL AREA

Now, therefore, the conditions and protective covenants as hereinafter provided upon the real property above described are declared, imposed and established upon the property subject to these Protective Covenants.

PART D      RESIDENTIAL AREA COVENANTS

D-1    LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a detached, single family dwelling not to exceed two and one-half stories in height and private garage.

No trade or business of any kind may be conducted in or from a Lot, except that a resident of a dwelling on a Lot may conduct ancillary business activities within the residence so long as:

(a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Lot;

(b) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residence without business activity;

(c) the business activity is legal and conforms to all zoning requirements for the Community;

(d) the business activity does not increase traffic in the Community in excess of what would normally be expected for a residential subdivision without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(e) any business vehicles in the Community shall be limited to vehicles used primarily for residential purposes (such as pick-up trucks not exceeding one ton load capacity, passenger type vans, and sports utility vehicles not exceeding one ton). Such vehicles may contain signage, but trailers and unenclosed business equipment, including, but not limited to landscaping equipment, tanks, and snowplows are prohibited.

(f) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as determined in the Board's discretion.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required for the activity.

#### D-2 ARCHITECTURAL CONTROL

No structures, including, but not limited to residences, accessory buildings, sports courts, pools, fences, walls or other improvements shall be erected, placed or altered on any Lot; nor shall any structure or attachments to the exterior of a residence (including, but not limited to roof replacement, paint, exterior lighting, awnings, patios, decks or shutters); nor grading, excavation, filling, grade, change or ground level or change of drainage pattern be undertaken until the construction plans and specifications and a plot plan showing the location of the structure have been submitted to and approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line unless similarly approved.

#### D-3 DWELLING SIZE

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1000 square feet for a one-story dwelling, or less than 800 square feet for a dwelling of more than one-story.

#### D-4 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each Lot. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or

which may obstruct or retard the flow of water through drainage channels in the easements. The easement 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 of utility company is responsible.

#### D-5 NUISANCES

No noxious, destructive, offensive or unsanitary activity shall be carried on upon any Lot. No resident may use or allow the use of the Lot or any portion of the Community at any time, in any way, which may endanger the health or property of other residents, unreasonably annoy, disturb or cause embarrassment or discomfort to other residents, or, otherwise constitute a nuisance. The intention of this provision is to grant the Association and aggrieved residents a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Community. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

(a) any excessively loud activities or equipment, either outside of a residence on a Lot at any time or within a residence if such conduct can be heard in the normal course of activities in any other residence(s);

(b) any threatening or intimidating conduct towards any resident, guest or pet in the Community;

(c) any conduct which creates any noxious or offensive odor if such odors can be detected in the normal course of activities on another Lot;

(d) any incessant or excessive pet noises, including dog barking, if such conduct can be heard in the normal course of activities in any other residence(s);

(e) No resident may use or allow the use of the Lot in any manner which creates noise between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another residence that will unreasonably interfere with the rights, comfort or convenience of any other resident.

Nothing herein shall be construed to affect the rights of an aggrieved resident to proceed individually against a violator hereof for relief from interference with his or her property or

personal rights, and the Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes and commences enforcement action hereunder. At the Board's discretion, the Association may intervene when two or more Lots are affected. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Occupant against the Association for failure to enforce the provisions hereof if the aggrieved resident(s) has not personally pursued all available remedies against the violator for redress provided under Colorado law.

#### D-6 RECREATIONAL VEHICLE STORAGE

The storage of recreational vehicles such as boats, campers, trailers, motor homes, snowmobiles, etc. shall not be permitted within this development unless such storage is totally screened from public view by a solid six (6) foot fence.

#### D-7 ANTENNAS

Antennas expressly permitted under applicable federal statutes or regulations shall be installed in the least conspicuous location available on the Lot that permits acceptable signals, without unreasonable delay or unreasonable increase in the cost of installation, maintenance or use of the permitted antenna. Masts for permitted antennas shall be no higher than required for receipt of an acceptable quality signal. The Association may adopt rules regarding location and installation of permitted antennas, subject to limitations of applicable federal law. Any exterior television or other antennae, microwave dish, satellite dish, satellite earth station or similar device of any type is subject to reasonable and valid safety restrictions and reasonable restrictions as to screening of the device from view by neighboring Lots. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Lot without prior written approval of the Architectural Control Committee.

#### D-8 SIGNS

Except as may be provided for herein or as may be required by state law or legal proceedings, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain on a Lot without the prior written

consent of the Board or its designee, except as follows: (a) one professional security sign not to exceed one foot by one foot; (b) one professionally lettered "For Rent" or "For Sale" sign not to exceed three feet by two feet in size may be displayed on a Lot being offered for sale or for lease; (c) not more than one temporary trade sign pertaining to, but not limited to, contractors, landscapers, painters and roofers, may be displayed while work is in progress, or not to exceed 30 days, whichever is less; (d) political signs as permitted by Colorado law. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

#### D-9 OIL AND MINING OPERATIONS

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 designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

#### D-10 ANIMALS

Private kennels for not more than three dogs and/or cats or other domestic pets shall be permitted. There shall be no horses, cows, sheep, pigs, goats, poultry or other such animals. Pets may not be kept, bred or maintained for any commercial purposes. All Lots must be maintained in a clean and odor free environment as to not be a nuisance.

#### D-11 RUBBISH AND TRASH

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All trash and service collection areas shall be maintained within a building attached to the structure or in separate enclosures constructed of same exterior materials and out of public view.

#### D-12 SIGHT DISTANCE AT INTERSECTION

No fence, wall, hedge or shrub planting which obstructs sight-lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner

Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

#### D-13 LOT MAINTENANCE

Each Owner shall have the obligation to maintain and keep in good repair all portions of the Owner's Lot consistent with the Community-Wide Standard. This maintenance responsibility shall include, but not be limited to the following:

(a) Improvements. Each Owner shall be responsible for maintenance, repair and replacement of the property and improvements located within their Lot boundaries, including fencing located on a Lot, or a property line of a Lot, in which case the Owners shall be responsible. Each Owner shall be responsible for maintenance, repair and replacement of their exterior lighting, decks, patios, driveways, sidewalks, doors, garage doors, windows, building surfaces and painting or staining the exterior surfaces of the improvements on the Lot.

(b) Landscaping. Each Owner shall maintain the landscaping on the Lot in a safe, neat, attractive and well-kept condition, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, adequate watering, replacement of dead, diseased or unsightly vegetation, and removal of weeds and debris.

In addition, each Owner shall have the responsibility to perform his or her responsibilities in such manner so as not to unreasonably disturb other persons in other Lots.

### PART E      ARCHITECTURAL REVIEW

#### E-1 MEMBERSHIP

The Architectural Control Committee shall be comprised of the then current members of the Board of Directors of the Columbine Knolls South II Homeowners Association unless the Board delegates to other Members the authority to serve on the

Committee. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

#### E-2 DESIGN GUIDELINES

The Architectural Control Committee may propose architectural guidelines ("Design Guidelines") from time to time, which guidelines shall be approved by Members casting a majority of the eligible votes in the Association. Upon approval, the Design Guidelines shall become part of the rules and regulations and Governing Documents of the Association.

#### E-3 APPLICATION PROCEDURES

The Architectural Control Committee may require that applications and plans and specifications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed improvement (plotted horizontally and vertically), location and size of driveways, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Committee and/or set forth in the Design Guidelines. Applications shall be submitted to the Association's managing agent or other person designated by the Committee. Applications shall be reviewed at meetings of the Committee. Owners submitting applications are responsible for providing documentation to the Committee regarding harmony of external design, effective location and use of improvements, preservation of aesthetic beauty and conformity with specifications and purposes generally set forth in these Protective Covenants and the Design Guidelines. The Committee may require submission of additional plans, specifications, or other information prior to approving or disapproving the application. Notwithstanding Section E-6 below, until receipt by the Committee of all required materials in connection with the application, the Committee may postpone review of any materials submitted for approval.

#### E-4 ARCHITECTURAL REVIEW CRITERIA

The Committee shall exercise its reasonable judgment to the end that proposed improvements, construction, alterations or landscaping conform to and harmonize with the existing surroundings, residences, landscaping and structures. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. The standard for approval

shall include, but not be limited to: (a) conformity and harmony of exterior appearances of structures with neighboring structures, including design compatibility and scale; (b) color and materials to be used; (c) effective location and impact on nearby Lots; (d) relation to the natural environment; (e) preservation of aesthetic beauty and conformity with the specifications and purposes generally set out in these Protective Covenants and in the Design Guidelines; and (f) any other matter deemed to be relevant or appropriate by the Committee.

#### E-5 VARIANCES

The Committee may recommend and the Board may grant reasonable variances or adjustments from any conditions and restrictions imposed by these Protective Covenants in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in these Protective Covenants or in the Design Guidelines.

#### E-6 REPLY AND COMMUNICATION

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after all plans, specifications or any requested additional information have been submitted to it approval will not be required, and the related covenants shall be deemed to have been fully complied with; provided, however, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration or the Design Standards.

#### E-7 COMMENCEMENT AND COMPLETION OF APPROVED WORK

All changes, modifications and improvements approved by the Architectural Control Committee hereunder must be commenced within six months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked, unless the Committee gives a written extension for commencing the work. During construction of an improvement or other approved work, the Committee or its representative(s) are authorized to enter onto the Lot for exterior inspection at a mutually agreed time, if required. All work must be performed in accordance with the plans as approved by the Committee, including any conditions imposed by the Committee.

All work approved by the Committee hereunder shall be completed in its entirety within 90 days from the date of commencement, unless otherwise agreed to in writing by the Committee. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

#### E-8 NOTICE OF NONCOMPLIANCE

If as a result of inspections or otherwise, the Committee determines that work has been done without obtaining approval of the Committee, was not performed in accordance with the terms of the approved application, or was not completed within the required time frame, the Committee shall notify the Owner in writing of the noncompliance, specifying the particulars of the noncompliance. Within 45 days of the notice of noncompliance, the Owner, at the Owner's expense and cost, shall remedy the noncompliant condition or conditions or restore the Lot to substantially the same condition as it existed prior to commencement of the improvement, alteration, installation or construction.

#### E-9 RIGHT TO APPEAL

In the event that the Board delegates to other Members the authority to serve on the Architectural Control Committee, an Owner may appeal any decision of the Architectural Control Committee to the Board of Directors by written appeal submitted to the Board within 30 days of the date that the Committee decision or notice is mailed to the Owner. The Board of Directors shall review the decision of the Architectural Control Committee and all materials submitted to the Committee pursuant to the criteria set forth in Section E-4 above and the Design Guidelines. Any decision of the Architectural Control Committee may be overruled and reversed by a majority of the directors by a written decision setting forth the reasons for the reversal when the Board concludes that the Architectural Control Committee's decision was inconsistent with the criteria set forth in these Protective Covenants and the Design Guidelines. If the Board fails to make a decision on the appeal within 45 days of the date submitted by the Owner, then appeal shall be deemed denied.

#### E-10 LIMITATION OF LIABILITY

Review and approval of any application pursuant to this Article may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board of Directors nor the Architectural Control Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations, and other governmental requirements. Neither the Association, the Board of Directors, the Committee nor member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or modifications to any Lot, nor may any action be brought against the Association, the Board of Directors, the Committee or any member thereof, for any such injury, damage or loss.

#### E-11 NO WAIVER OF FUTURE APPROVALS

Each Owner acknowledges that the members of the Board of Directors and the Architectural Control Committee will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the Board of Directors and the Committee may adopt different architectural standards for different parts of the Community, based on street visibility and location of the proposed modification. The approval of the Board of Directors or the Committee of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors or the Committee, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

#### E-12 RECORDS

The Association shall maintain written records of all applications submitted to it and of all actions taken by it with respect thereto.

#### E-13 ENFORCEMENT

Any construction, alteration or other work done in violation of these Protective Covenants, the Design Guidelines or any applicable zoning regulation shall be deemed to be nonconforming.

Upon written request from the Board, a violating Owner shall, at the Owner's own cost and expense, remove such nonconforming construction, alteration or other work and restore the Lot to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board or its designees may impose fines after notice and an opportunity for hearing. The Association shall also have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of these Protective Covenants, and its decisions or those of the Architectural Control Committee. The Association shall have the right to seek attorney fees incurred in enforcing the provisions of this Article.

PART F      ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

F-1    MEMBERSHIP

(a) Voluntary Members. Until the date that a Lot is transferred in accordance with this Section, the Owner may be a voluntary member of the Association. It is understood that there are also voluntary members of the Association that reside in other filings of Columbine South that are not subject to the terms of these Protective Covenants. Voluntary membership shall be contingent upon payment of dues established by the Board and compliance with these Protective Covenants, By-Laws and rules and regulations of the Association.

(b) Permanent Members. After the recording date of these Amended and Restated Protective Covenants, upon transfer of any Lot subject to these Protective Covenants, the record owner of a fee or undivided fee interest in such Lot shall be a Permanent Member of the Association. Permanent Membership shall be appurtenant to and may not be separated from ownership of any such Permanent Membership Lot.

The foregoing definitions of membership are not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot owned. In the event of multiple Owners of a Lot, votes shall be as provided in these Protective Covenants and in the Bylaws.

Any rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Member or the Member's spouse, but in no event shall more than one vote be cast, nor office held, for each Lot owned.

#### F-2 VOTING

All Members (including both Voluntary and Permanent Members) in good standing shall be entitled to one equal vote for each Lot owned. When more than one Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one Person seeks to exercise it.

### PART G ASSESSMENTS.

#### G-1 GENERAL

The Association shall have the power to levy assessments or dues against all Permanent Members as provided herein and in the By-Laws. The assessments provided for herein shall be used for the general purposes of enforcing these Protective Covenants and other covenants upon the Property, insurance, and promoting the common benefit of the Owners and other residents of Lots in the Community, as may be more specifically authorized from time to time by the Board. The Association may contract for trash service, in which case, the cost of such service shall be an optional fee for those Members that use such service. Except as otherwise provided herein, each Voluntary and Permanent Member Lot is hereby allocated equal liability for Common Expenses.

#### G-2 PERMANENT MEMBERS: CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.

Each Owner of a Permanent Member Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments (dues) or charges; and (b) specific assessments against any particular Lot which are established pursuant to the terms of these Protective Covenants, including, but not limited to fines.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on such Permanent Member Lot and shall be a continuing lien upon the Lot

against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors.

### G-3 LIEN PRIORITY

A lien on a Permanent Membership Lot is prior to all other liens and encumbrances on a Lot except:

(a) liens and encumbrances recorded before the recordation of the Protective Covenants;

(b) a security interest on the Lot which has priority over other security interests on the Lot and which was recorded before the date on which the assessment sought to be enforced became delinquent; and

(c) liens for real estate taxes and other governmental assessments or charges against the Lot.

A lien under this section is also prior to the security interests described in subparagraph (b) above to the extent of an amount equal to the common expense assessments based on a periodic budget adopted by the Association that would have become due, in the absence of any acceleration, during the six months immediately preceding institution by either the Association or any party holding a lien senior to any part of the Association lien created under this section of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien.

The lien provided for herein shall have priority as set forth in the Act. The sale or transfer of any Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer, except to the extent of the limited priority set forth in the Act. No sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof. No Permanent Member may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever.

#### G-4 DELINQUENT ASSESSMENTS ON PERMANENT MEMBER LOTS

All assessments and related charges not paid on or before the due date established by the Board shall be delinquent and the Member shall be in default.

(a) If the annual assessments or any part or installment thereof is not paid in full within 30 days of the due date, a late charge may be imposed without further notice or warning to the delinquent Member, and interest at the highest rate permitted under the Act shall accrue from the due date.

(b) If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorneys fees, as applicable, and then, in order, to late charges, interest, delinquent assessments, and current assessments.

#### G-5 COMPUTATION OF BUDGET

Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Community during the coming year, including anticipated income from Voluntary Members, and the Board shall establish the annual assessment or installments for the coming year; provided, however, Members holding at least a majority of the votes cast at a duly called meeting must approve the budget. If the Board determines at any time that the budget is not adequate, the Board may propose a revised budget that must be approved in accordance with the terms of this section. Notice of the annual assessment and installments thereof shall be provided in writing to Members at least 30 days prior to the due date. Assessments or dues are not refundable for either Permanent or Voluntary Members. The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is an estimate of Common Expenses on which the Board may base the annual assessments.

#### G-6 STATEMENT OF ACCOUNT

For any Permanent Membership Lot, the Association shall furnish to a Permanent Member or the Member's designee or to a holder of a security interest or its designee a statement setting forth the amount of unpaid Assessments then levied against the Lot in which the Permanent Member, designee or holder of a security interest has an interest within 14 days after receipt of a written request to the Association's registered agent or other person designated by the Association. The information contained in such

statement, when signed by the Treasurer of the Association, or Manager, if any, shall be binding upon the Association, the Board, and every Permanent Member as to the person or persons to whom such statement is issued and who rely on it in good faith. The Board may establish a reasonable fee relating to such statement.

PART H      CONSOLIDATION OF COLUMBINE KNOLLS SOUTH II FILINGS

In addition to lots subject to these Protective Covenants in Filing No. 2, Amendment No. 1, there are Protective Covenants For a Portion of Columbine Knolls South, Filing No. 2, Amendment 1 & of Columbine Knolls South Filing No. 2, Amendment No. 1, Exemption Survey No. 1 (recorded on October 19, 1984 at Reception No. 84098383) and Protective Covenants for a Portion of Columbine Knolls South Filing No. 2, Amendment No. 1 & of Columbine Knolls South Filing No. 2, Amendment No. 1, Exemption Survey No. 1 (recorded on October 23, 1984 at Reception No. 84099340). Upon consent of a majority of the Owners of Lots subject to these Protective Covenants and consent of a majority of the Owners of Lots subject to each of the above referenced Protective Covenants, the Protective Covenants recorded on October 19, 1984 and the Protective Covenants recorded on October 23, 1984 may be consolidated into one set of Protective Covenants.

PART I      GENERAL PROVISIONS

I-1    DURATION

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them in perpetuity.

I-2    AMENDMENT

Any provision, covenant or restriction contained in these covenants may be amended, revised or removed and new provisions, covenants or restrictions may be added at any time upon the approval of more than 50% of the then Owners of the Lots. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Jefferson County, State of Colorado of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above.

### I-3 ENFORCEMENT

Lots shall be used only for those uses and purposes set out in these Protective Covenants. All residents shall comply with these Protective Covenants, the Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Lot Owners, to take action to enforce the terms of these Protective Covenants, Bylaws or rules and regulations. In addition to any rights the Association may have against an Owner's family, guests, tenants or other residents, as a result of such person's violation of the Governing Documents, the Association may take action under these Protective Covenants against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or other residents.

The Association may enforce all applicable provisions of the Governing Documents and may impose sanctions for violations of the Governing Documents, including, without limitation:

(a) after notice and opportunity for a hearing, imposing reasonable monetary fines, which shall constitute a lien on the violator's Permanent Membership Lot;

(b) suspending the right to vote;

(c) exercising self-help or taking other action to abate any violation of the Governing Documents; provided that the Association shall not have authority to enter the interior of a residence on a Lot;

(d) requiring an Owner, at the Owner's expense, to remove any structure or improvement on the Owner's Lot in violation of the Governing Documents as more particularly provided for in Article D of these Protective Covenants;

(e) bringing a suit at law or in equity to enjoin any violation or to recover monetary damages or both; and

(f) recording a notice of noncompliance against the Lot in the Jefferson County records for any violation of the Governing Documents.

All remedies set forth in the Governing Documents are cumulative. The Board shall have the discretion to determine whether enforcement action in any particular case shall be pursued;

provided that the Board shall exercise judgment, be reasonable and not be arbitrary and capricious. A decision of the Association not to pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other provision of the Governing Documents.

Notwithstanding the above, no right of action shall exist against the Association for failure of enforcement where: (i) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action at law or in equity and has failed to do so.

#### I-4 SEVERABILITY

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

### PART J      SUPPLEMENT TO COVENANTS

#### J-1 PUBLIC STREET LIGHTING

All Lots are 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 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 Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

IN WITNESS WHEREEOF, these Amended and Restated Protective Covenants are executed by the undersigned persons, who represent owners of at least a majority of the Lots subject to these Protective Covenants.

# Columbine Knolls South Planned Development Restrictions (ODP)

## PLANNED DEVELOPMENT RESTRICTIONS

1. GENERAL: Columbine Knolls south is designed as a planned residential community utilizing various types of single family and multiple family dwellings with parks, greenbelts, schools, and a community shopping facility.

2. TOTAL DEVELOPMENT AREA: 618.13 gross acres.

3. GROSS RESIDENTIAL DENSITY: 4.62 units per acre.

4. MAXIMUM PERMITTED UNITS: 2530 dwelling units.

### 5. LAND USE AREAS:

Land Use		Acreage	Units	Density
a. Single family:	54.2%	334.96	1130	3.37
b. Townhouses:	11.3%	69.72	714	10.24
c. Multi-family	5.6%	34.82	711	20.42
d. Shopping centers:	4.5%	27.64		
e. Schools:	8%	49.60		
Elementary:		28.43		
Junior High:		21.17		
f. Parks and Trails:	12.8%	79.07		
g. Perimeter Roads:	3.6%	22.32		
TOTALS	100%	618.13	2555	

### Single Family Area Restrictions:

Tract A: Minimum lot size	8500 Square Feet
Minimum lot width	80 feet
Minimum lot depth	100 feet average
Minimum front setback	20 feet
Minimum side setback	5 feet
Minimum side setback adjacent to road	20 feet
Minimum rear setback	25 feet
Minimum lot coverage	35 per cent
Height Restriction	35 feet
Tract B: Minimum lot size	8000 Square feet
Minimum lot width	70 feet
Minimum lot depth	100 feet average

Minimum front setback	20 feet
Minimum side setback	5 feet
Minimum side setback adjacent to road	20 feet
Minimum rear setback	25 feet
Minimum lot coverage	35 per cent
Height Restriction	35 feet
Tract C: Minimum lot size	7500 Square feet
Minimum lot width	65 feet
Minimum lot depth	100 feet average
Minimum front setback	20 feet
Minimum side setback	5 feet
Minimum side setback adjacent to road	20 feet
Minimum rear setback	25 feet
Minimum lot coverage	35 per cent
Height restriction	35 feet

Parking ratio: two (2) off-street spaces per unit minimum. All single family detached units shall have garages.

Uses Permitted:

- a. Single family detached residences.
- b. Private garages.
- c. Churches, day care centers, libraries, parks, playgrounds, fire stations.
- d. Non-commercial gardens and greenhouses.
- e. Private kennels for not more than three (3) dogs, cats or other domestic pets but not including horses, cows, sheep, goats or other such animals.
- f. Home occupations only if approved by the Jefferson County Board of Adjustment.
- g. Public buildings and public utilities providing such are approved by the Jefferson County Planning Commission and board of County Commissioners.

Townhouse Area Restrictions:

a. No lot requirements shall apply; i.e. Section 27-2 of the Jefferson County Zoning Resolution shall be waived. In consideration for such waiver, setbacks shall be as follows:

1. Setbacks between buildings: 20 feet.
2. Setbacks of buildings to roads: 20 feet.
3. Setbacks of buildings from parks: 20 feet.

b. Townhouse units may be served by private twenty five (25) foot easements. Such easements shall be designated as emergency access easements on the final plats and must be approved by

the Littleton Fire District prior to securing building permits. Such easements shall be a minimum of 25 feet in width and shall be paved.

c. Maximum height of buildings shall be 35 feet.

d. Parking shall be provided at the ratio of two (2) off-street spaces per unit minimum. Parking areas shall be so designed as to minimize visual impact. Where possible, such parking areas shall be contained in garages or carports. When open, such areas shall be screened by means of landscaping and fencing.

e. Densities within the townhouse areas shall be variable, however, the maximum density transfer from one tract to another shall be 25 per cent.

f. All open areas shall be commonly owned and shall be maintained by the developer or a condominium homeowner's association. Open areas shall contain general recreational uses such as but not limited to swimming pools, tennis courts, putting greens, landscaped walkways and clubhouses.

g. All buildings shall be so sited on the property that views and aesthetic attractiveness are maximized. Building setbacks and orientations shall be staggered so as to create an open appearance to the development.

Uses Permitted:

- a. Townhouses and single family attached units.
- b. Private garages, carports and open parking areas.
- c. Private recreational areas and facilities.
- d. Private kennels for not more than two (2) dogs or cats.
- e. Home occupations only if approved by the Jefferson County Board of Adjustment.
- f. Public buildings and public utilities providing such are approved by the Jefferson County Planning Commission and board of County Commissioners.

Multi-Family Restrictions:

a. No lot requirements shall apply to these tracts. Section 27-2 of the Jefferson County Zoning Resolution is waived. Setbacks between buildings shall be variable depending on height.

Building height:	35 feet	
Setbacks between buildings:		25 feet
Setbacks from roads:		25 feet
Setbacks from parks and greenbelts:		20 feet
Building height:	50 feet	
Setbacks between buildings:		40 feet
Setbacks from roads:		25 feet
Setbacks from parks and greenbelts:		20 feet
Building height:	80 feet	
Setbacks between buildings:		80 feet
Setbacks from roads:		25 feet
Setbacks from parks and greenbelts:		20 feet

- b. Multiple family dwellings may be served by private easements. In such cases, the easements shall be designated as emergency access easements and must be approved by the Littleton Fire District prior to securing of building permits. Easements must be a minimum of twenty five (25) feet in width and shall be paved.
- c. Building heights may be variable in order to provide for better horizontal design. The maximum permitted building height shall be 80 feet. Within the multiple family area, no more than three (3) buildings shall be permitted to the maximum height. The balance of buildings in such tracts shall be staggered between a maximum of thirty-five (35) feet in height and fifty (50) feet in height.
- d. High rise buildings shall be so designed and sited on the property so that the effect on surrounding property is minimized.
- e. Fire control within high rise apartment buildings shall be subject to the approval of the Littleton Fire District prior to securing building permits.
- f. Open areas shall be provided within the multiple family tracts. Such areas shall be utilized for swimming pools, putting greens, tennis courts, tot lots, landscaped walkways, clubhouses, etc. Maintenance shall be provided by the developer or by a tenant's or homeowner's association.
- g. Parking shall be provided at a ratio of two (2) off-street spaces per unit.
- h. Densities within the multiple family tracts shall be variable to a maximum of twenty five (25) per cent.
- i. The Denver Water Board Easement running through or adjacent to tracts may be utilized for parking and for recreational and greenbelt purposes subject to the final approval of the Denver Water Board.
- j. Lighting shall be provided within the parking areas and recreational areas. It shall be arranged so as not to shine a direct beam of light into any residential unit.

Uses Permitted:

- a. Multiple family attached unites.
- b. Parking areas.
- c. Open space, recreational areas and clubhouses.
- d. Laundry rooms, and incidental commercial uses such as vending machines and snack bars.

Shopping Center Restrictions:

Uses Permitted shall be any use permitted within the Commercial-One Zone District in effect at the time of approval of this plan, except that the following uses shall not be permitted: commercial billboards; mobile home and camper sales; rental agencies; cold storage lockers; skating rinks and dance halls; shooting galleries and rifle ranges; golf driving ranges; trampoline centers; Turkish baths and massage parlors; auction houses; taxidermists; and lapidary shops.

- a. Setbacks within the shopping centers from the boundary of tracts shall be as follows:

Front setback: 50 feet for buildings. Gas pumps contained within service stations may be setback 25 feet.

Side setback: 30 feet adjacent to a road. Adjacent to a greenbelt, the setback shall be 20 feet.

Rear setback: 30 feet.

- b. Parking shall be provided at a ratio of three (3) square feet of gross parking area for each one (1) square foot of floor area in retail use. For office buildings, parking shall be

provided at a ratio of two (2) square feet of gross parking area for each (1) one square foot of usable office area. (exclusive of halls, closets, etc.).

c. Signs within the shopping centers shall be controlled as follows:

1. Only directional, informational, and identification signs shall be permitted.
  2. Roof signs shall be permitted.
  3. No billboards shall be permitted.
  4. Pole signs shall be permitted to a maximum height of twenty five (25) feet and shall contain a maximum of two (2) faces.
  5. No blinking, flashing, animated, rotation, or portable signs shall be permitted.
  6. No pennants, flags or other devices utilized for advertising purposes shall be permitted.
  7. Neon signs shall not be permitted unless contained within the building and having a size of less than three (3) square feet.
  8. Illumination of signs shall be accomplished in such a manner as to prevent glare or to prevent any adverse effects on surrounding development.
  9. Wall signs or hanging signs shall be permitted to a maximum of fifty (50) square feet.
  10. Signs shall be limited to a maximum of one identification sign per entrance to businesses.
  11. The design, shape, color, and material contained within each sign shall be designed to blend with the general architectural theme of the shopping centers.
- d. The shopping center shall be designed and constructed as a unit, utilizing similar architecture and styling. All buildings and construction within the shopping center shall be subject to final review and approval by the developer.
- e. Landscaping fencing and screening shall be utilized in an effort to reduce the commercial aspect of the area. Parking areas shall be designed in a manner which is visually attractive utilizing landscaping and lighting techniques designed to reduce the asphalt appearance.
- f. Building heights shall be variable. The average building height shall be no more than 30 feet. The maximum building height shall be 50 feet, provided the maximum percentage of roof area contained within the 50 foot buildings relative to the balance of the shopping center shall not exceed 20 per cent.
- g. Access to the shopping center shall be prohibited from Colorado State Highway No. 121. Two (2) access points shall be permitted from West Chatfield Avenue.

Parks and Greenbelt Restrictions:

- a. The park, recreation, and greenbelt areas shall be developed and maintained through contractual agreement between the developer and the Foothills Metropolitan Park and Recreation District; or by a Homeowner's Association.
- b. Greenbelt areas adjacent to major arterials shall contain a minimum of forty (40) feet, and shall be utilized for bicycle and pedestrian trails. These trails shall be dedicated to Jefferson County on the final plats. These trails shall be constructed by the developer and shall be 8 feet in width.
- c. General recreational uses shall be permitted within the park areas.
- d. In cases where single family lots back up to greenbelts along major arterials, the minimum single family lot depth may be reduced to 100 feet when greenbelts are 50 feet in

width and 110 feet when greenbelts are 40 feet in width. In any event the minimum lot depth and greenbelt width must be at least 150 feet.

Schools:

- a. The schools contained within the plan shall be conveyed to the R-1 School District, subject to reasonable terms agreeable to said R-1 School District and the developer. The elementary schools shall be dedicated by separate deed.
- b. The junior high school shall consist of a minimum of 20 acres and shall be reserved for future purchase by the R-1 School District.

6. UTILITIES:

- a. Water and sewer service shall be provided by the Southwest Metro Water and Sanitation District. The property is presently included within said District.
- b. All utilities shall be located underground.
- c. Street lighting shall be located sufficient to provide for safe pedestrian and traffic flow.
- d. Fire hydrants shall be located within the development as required by the Littleton Fire District.

7. ROADS:

- a. All roads within this development shall be constructed to prevailing County Specifications in effect at the time of approval of this plan.
- b. The developer shall dedicated the following rights-of-way for future road construction:
  1. West Ken Caryl Avenue: 50 feet from existing cl
  2. West Chatfield Avenue: 50 feet from existing cl
  3. South Pierce Street: 50 feet from existing cl

Construction and improvement of these roads shall be determined at the time of platting.

8. EASEMENTS:

Easements shall be provided as required by Jefferson County on the Final Plats. Pedestrian easements have been schematically shown on the Official Development Plan.

9. DRAINAGE:

At the time of platting, the developer shall prepare a drainage study to be approved by the County. The 100 year flood plains of all drainage areas shall be free of residential development. Channelization of drainage areas may be permitted in some areas.

10. BOAT, CAMPER AND TRAILER STORAGE:

The storage of recreational vehicles such as boats, campers, trailers, motor homes, snowmobiles, etc. shall not be permitted within this development unless such storage is totally screened from public view.

11. TRASH DISPOSAL:

All trash disposal within this development shall be effected by private contractor. Within the townhouse, multiple family and shopping center areas, all trash shall be collected and stored in enclosed containers designed and screened so as to not detrimentally affect the aesthetic appearance of the areas.

12. FENCES:

Fences may be permitted to a maximum height of six feet except as follows:

a. Fences within or on the perimeter of the commercial tract shall be permitted to a maximum height of eight (8) feet.

b. Fences within recreational areas, specifically fences enclosing tennis courts and swimming pools or other similar recreational facilities may be permitted to a maximum height of sixteen (16) feet.

Only class 1-6 fences may be permitted as specified by the Jefferson County Zoning Resolution Section 24-B as existing at the time of approval of this plan. Fences shall be subject to all of the controls of Jefferson County relative to permits and site distance requirements.

13. ARCHITECTURAL CONTROLS:

The developer shall retain the right of review for all plans for construction within this development. Strict architectural control shall be applied to insure continuity, complimentary styling and character throughout the development. This control is to include exterior design, texture, use of materials, color, site location and landscaping.

14. DEVELOPMENT SCHEDULE:

Construction shall begin on the Eastern portion of the subject property and proceed Westerly in an orderly fashion. The development shall be totally completed within a maximum of 10 years.

15. GENERAL REQUIREMENTS:

This development shall be subject to platting and recording of the Official Development Plan. Any items not specifically covered herein shall be governed by the Jefferson County Zoning Resolution and Subdivision Regulations in effect at the time of approval of this plan. It shall also be subject to the building codes and engineering criteria and other governmental requirements in force at the time of approval of this plan.

16. CARR STREET EXTENSION:

South Carr Street shall be dedicated to a minimum width of 30 feet from the Section Line the entire length of the property with the exception of the section crossing the Northernmost drainage area. This section shall be dedicated and constructed providing Jefferson County agrees to provide 1/2 of the total funds required to build the bridge across said drainage. In the event said agreement is not consummated, the alternative road pattern as shown on the plan will be effective.

17. LANDSCAPING AND SCREENING:

(a) Shopping Centers: Along road frontages, a 25 foot strip shall be provided. This strip shall contain trees and shrubbery. Trees shall not be located in such a manner as to interfere with sight distance for traffic. Trees shall be planted at intervals of not more than 30 feet. The strips shall be bermed to a minimum height of 3 feet. Along the Northern and Eastern boundary of the 7 acre site, there shall be a 6 foot solid fence with trees planted at a maximum interval of 30 feet. Within parking lots, islands between stalls shall be landscaped with trees and shrubs.

(b) Multiple family: Along W. Chatfield Avenue, trees shall be planted at maximum intervals of 30 feet. The setback strip shall be elevated by grading to a height a minimum of 3 feet above the grade of the street. Along the Eastern boundary of the 9 acre multiple family site, there shall be constructed a 6 foot solid fence with trees planted at maximum 30 foot intervals.

Landscaping plans shall be prepared by a professional landscaping firm at the time of construction.

\* The officially-recorded Official Development Plan (ODP) filed with Jefferson County Department of Planning and Zoning can be identified as follows:

BOOK 3            PAGE 33            CASE NO.    B72 - 64            map no. 8

end of document

**AMENDED AND RESTATED BY-LAWS OF THE  
COLUMBINE KNOLLS SOUTH II HOMEOWNERS ASSOCIATION**

**ARTICLE I  
GENERAL**

**Article I, Section 1. Name:**

This organization is incorporated (not for profit) under the laws of the State of Colorado and shall be known as Columbine Knolls South II Homeowners Association.

**Article I, Section 2. Purpose:**

This Association is organized to:

- a. Establish and maintain an organization to promote the general welfare of the residents of Columbine Knolls South II.
- b. Assure a common bond among the area homeowners.
- c. Provide a means for communication both within and without the area whereby our viewpoint is presented as a unified voice to all individuals, organizations and government officials affecting our community.
- d. Ensure representation in all matters which may affect Columbine Knolls South II residents and the surrounding community.
- e. Establish procedures for the enforcement of all governing documents.

**Article I, Section 3. Area boundaries:**

The boundaries shall be identical to the recorded plat for Columbine Knolls South Filing No. 2, as amended.

**Article I, Section 4. Address:**

The mailing address of the Association shall be P.O. Box 621625, Littleton, Colorado, 80162.

**Article I, Section 5. Fiscal year:**

The Associations' fiscal year shall begin January 1 and end December 31.

**Article I, Section 6. Definitions:**

*Member in Good Standing:* An HOA Member Household shall be considered "in good standing" who has not been issued a written notification of violation of the Protective Covenants by the CKSII HOA lawyers; who has no violations of the Columbine Knolls South Planned Development (ODP) restrictions; who has no violations of any Jefferson County zoning regulations; and whose dues/assessments are current.

**ARTICLE II  
MEMBERSHIP & DUES**

**Article II, Section 1. Qualifications:**

Each Owner owning a home and living within the boundaries herein described is eligible for membership.

**Article II, Section 2. Membership:**

- a. "Voluntary Member" means an Owner of a Lot who is a member of the Association, but whose Lot has not been subjected to Permanent Membership in the Association. Voluntary membership continues so long as the Voluntary Member is paying annual dues.
- b. "Permanent Member" means an Owner of a Lot whose membership is permanent and mandatory and which cannot be separated from a Lot, but rather is appurtenant to and runs with title to a Lot by acquisition of the Lot after the date that the Protective Covenants for a Portion of Columbine Knolls South, Filing No.2, Amendment No. 1 were recorded in the Jefferson County, Colorado land records (January 9, 2009 at Reception No. 2009002076).

When the term "Member" is used, it shall include both Voluntary Members and Permanent Members.

**Article II, Section 3. Dues:**

Annual dues (also referred to as "assessments") shall be recommended by the Board and voted on by the membership at the annual meeting or special membership meetings. The amount set for the dues shall be considered adopted when receiving an affirmative vote from the majority of votes cast. The timing for payment of these dues will be determined by the Board. Dues are not refundable.

**Article II, Section 4. Voting:**

Each Member Household whose dues have been paid and who is current prior to the annual meeting or special membership meeting is entitled to one vote, in person or by proxy, on each issue for each Lot owned at the annual and any special membership meetings which may be called during the year. Voting by mail shall not be allowed.

**Article II, Section 5. Proxies:**

Votes may be cast in person or by proxy. Proxy holders must be paid Members. No proxy holder may hold more than four proxies, except that Board members shall not be subject to such restriction. Proxies shall be in writing and the signature must be notarized. Proxies must be filed with the Secretary before the appointment time of each meeting. In the event of disagreement between or among co-Owners and an attempt by two or more of them to cast such vote or votes, such vote or votes shall not be counted. No proxy shall be valid for a period longer than 11 months after the date thereof. Proxies may be revoked by attendance at the meeting.

**Article II, Section 6. New member dues:**

New Owners desiring membership or new Owners required to be Permanent Members shall pay dues on a prorated basis computed using the number of months remaining in the fiscal year of the Association.

**ARTICLE III  
MEETING AND ELECTIONS**

**Article III, Section 1. Annual Membership Meeting:**

The Board shall conduct an annual meeting within the first thirty days of the Fiscal Year. The principal purpose of the annual meeting shall be to elect Board of Director members and to present to the assembly items that require a vote by the membership. Notification shall be at least thirty days prior to the annual membership meeting. The Secretary shall cause notice to be published in the Association's newsletter. A meeting shall not be held without a quorum.

**Article III, Section 2. Special Membership Meetings:**

Special Membership Meetings may be called by a majority of the Board of Directors, or by 10% of the membership of the Association.

**Board-called meeting:** Notification shall provide at least fourteen days advance notice of the meeting.

**Member-called meeting:** Any special meeting requested by the membership must identify the special meeting purpose on each page of the petition which must be a purpose for which the Association membership is authorized to act. Upon receipt of a petition by 10% of the membership, the secretary will have five days to validate names. Notification of the meeting shall be made within five days of validation. Notification shall provide at least ten days notice of the meeting. In the event the secretary is unwilling or unable to meet these requirements, Members shall perform these duties.

**Meeting Notification:** Notification shall be by posting in the Association's newsletter or posting signs at the major entrances to the community; any other methods such as hand delivered flyers or mailing to members are optional.

**Meeting Conduct:** Any meeting called under this section shall be conducted by the President of the Board, or in his/her absence, a person chosen by a majority of the Members present. A meeting shall not be held without a quorum.

**Article III, Section 3. Board of Directors Meetings:**

The Board of Directors shall meet quarterly or more often if necessary. All meetings shall be open to Members of the Association. Notification to Members shall be by posting in the Association's newsletter. Other notification methods such as hand delivered flyers, mail, or posting signs at the major entrances to the community are optional.

**Article III, Section 4. Elections:**

The Board of Directors shall consist of seven members and shall be elected by the general membership at each Annual Meeting. The term of each Director shall be for two years with four Directors elected in even numbered years and three Directors elected in odd numbered years. In the event the Annual Meeting is delayed due to weather, lack of quorum, and other emergencies beyond the

control of the Board, the terms of the existing Board shall extend automatically until a new Board is elected.

**Article III, Section 5. Candidates:**

From the date at least one month prior to the Annual Meeting, until the time of the vote at the Annual Meeting, the Board will accept nominations for Board candidates for the ensuing term. The slate of candidates will be presented to the general membership at the Annual Meeting. Each candidate must be present or represented and consent to serve if elected. Each candidate must be an association Member in good standing, and a member for three months prior to the election.

**Article III, Section 6. Vacancy:**

Any vacancy on the Board shall be filled by a dues paying Member of the Association, in good standing, selected by the Board of Directors, and elected by a majority vote of the Board.

**Article III, Section 7. Removal and Resignation:**

Any Director may be removed at any time by a majority vote of the Membership at any Special Membership Meeting. Any Director may resign at any time by giving written notice to the Board. Acceptance of the resignation shall not be necessary to make it effective.

**Article III, Section 8. Quorum:**

A quorum of the Board shall be a majority of the members of the Board. A quorum of the Membership at any membership meeting shall be 10% of total Association membership.

**Article III, Section 9. Procedure of Business at Meetings:**

The procedure at all meetings shall be governed by Roberts Rules of Order.

**ARTICLE IV  
DUTIES, RESPONSIBILITIES, POWERS  
OF THE BOARD OF DIRECTORS/OFFICERS**

**Article IV, Section 1. Officers:**

The Board of Directors will consist of the President, Vice President, Secretary, Treasurer and three at large members. All officers must be directors. Officers shall be elected annually by a majority vote of the Board of Directors.

- a. President: The President shall be elected by the Board of Directors by a majority vote. The President shall preside at all meetings and see that all orders and resolutions of the Board of Directors are carried into effect.
- b. Vice President: The Vice President shall be elected by the Board of Directors by a majority vote. The Vice President shall preside at all meetings in the absence of the President. The Vice President shall be responsible for the functioning of all committees deemed necessary by the Board of Directors.
- c. Secretary: The Secretary shall be elected by the Board of Directors by a majority vote. The Secretary shall record the proceedings of all meetings, and shall prepare and mail written notices and reports as requested by the Board. The minutes of all meetings shall be in the care of the Secretary and shall be open to the membership of the Association.
- d. Treasurer: The Treasurer shall be elected by the Board of Directors by a majority vote. The Treasurer shall handle the financial matters requested by the Board of Directors and shall receive and disperse all monies as authorized by the Board of Directors. The Treasurer shall prepare an annual financial statement which shall be submitted to the membership at the Annual Meeting. The financial records of the Association shall be in the Treasurer's care and shall be open to the membership of the Association. Checks written by the Treasurer, in excess of \$500, shall bear the signature of the Treasurer and one other Board member authorized to sign on the account; excepting the monthly checks for Trash Service and Property Management Services.

**Article IV, Section 2. Powers and Duties:**

The Board of Directors shall have the power to act to accomplish the purposes of the Columbine Knolls South II Homeowners Association as set forth in Article I, Section 2.

**Article IV, Section 3. Managing Agent:**

The Board may employ a managing agent for the community, at a compensation established by the Board, to perform duties and services authorized by the Board. Regardless of any delegation to a managing agent, the members of the Board shall not be relieved of responsibilities under the Governing Documents or Colorado law.

**ARTICLE V  
NEW BYLAWS & AMENDMENTS**

**Article V, Section 1. Bylaws and Amendments:**

Additional bylaws and amendments to these bylaws may be proposed in writing to the Board of Directors for presentation to the Association membership during Annual and Special Membership meetings. Additional bylaws and amendments to the bylaws shall be considered adopted upon receiving a majority of the votes cast at any such Annual and/or Special Membership meeting.

**CERTIFICATION**

By signature below, the secretary of the Board of Directors certifies these Amended and Restated Bylaws received the approval of a majority of the members at a duly called meeting.

This 12 day of January, 2015.

COLUMBINE KNOLLS SOUTH II  
HOMEOWNERS ASSOCIATION,  
a Colorado Nonprofit Corporation

By:  \_\_\_\_\_  
Secretary