

Columbine Knolls South II

Prospective Buyer and Realtor Information Package

(Sections 2 and 3 – 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.

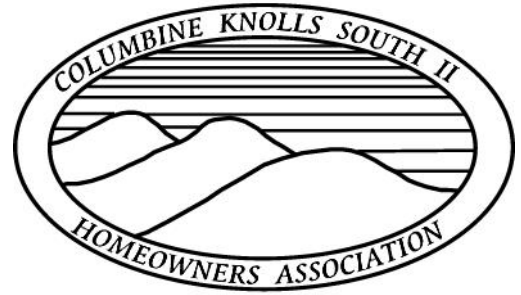
CKSII is an upscale Planned Development community within Jefferson County and consists of 531 homes. It is a covenant-controlled community and the main governing documents consist of **Protective Covenants** and the **Columbine Knolls South Planned Development Restrictions (ODP)**, both of which are 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 . 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 . 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 voluntary for Sections 2 and 3 owners. 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 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.

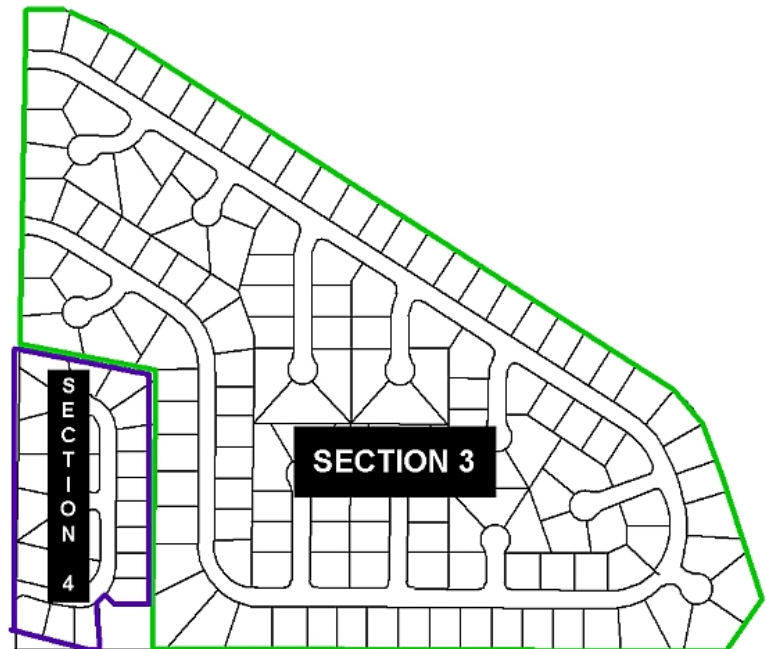
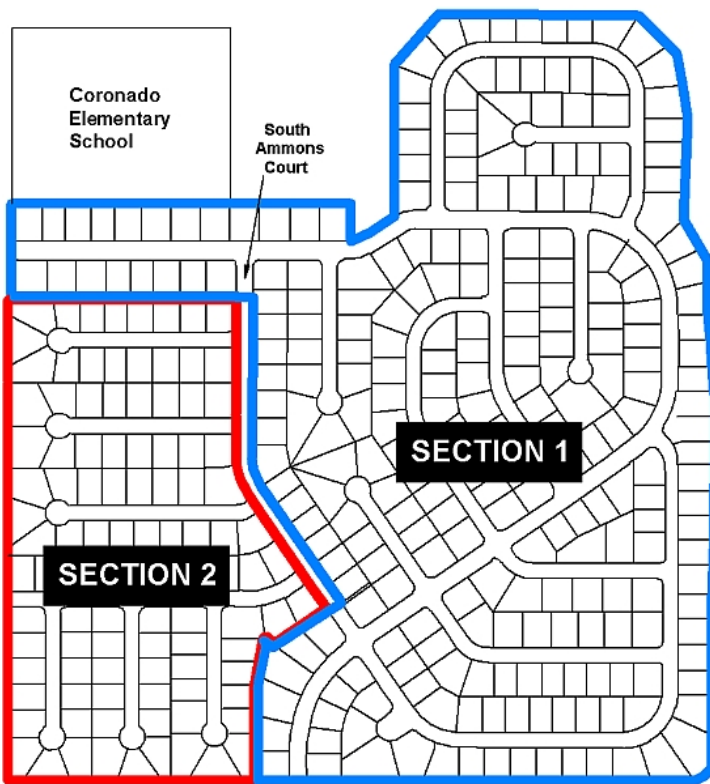
The **Protective Covenants** are specific to Columbine Knolls South II and lay out general guidelines for homeowners to follow with the purpose of maintaining an up-scale community in a consistent manner. The covenants are filed with Jefferson County. These covenants are binding and are enforceable by any member of the community or by our Homeowners' Association. The covenants contained in this document apply to **Sections 2 (Reception # 84099340) and 3 (Reception #84098383)** 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
&
OF COLUMBINE KNOLLS SOUTH,
FILING NO. 2, AMENDMENT NO. 1, EXEMPTION SURVEY NO. 1
(RECEPTION NO. 84099340 10/23/84 10:51 9.00)
(RECORDED IN COUNTY OF JEFFERSON STATE OF COLORADO)

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:

Lots 9 - 58, Block 13, Lots 26 - 40, Block 14,
COLUMBINE KNOLLS SOUTH - FILING NO. 2, Amendment No. 1.

Lots 1 - 27, Block 17, Lots 1 - 26, Block 18,
COLUMBINE KNOLLS SOUTH - FILING NO. 2, Amendment No. 1,
Exemption Survey No. 1.

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

PART B AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA

Now, therefore, said owner does hereby declare, impose and establish conditions and protective covenants as hereinafter provided upon the real property above described.

PART C RESIDENTIAL AREA COVENANTS

C-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 on detached, single family dwelling not to exceed two and one-half stories in height and private garage.

C-2 ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design 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.

C-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, nor less than 800 square feet for a dwelling of more than one-story.

C-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 or utility company is responsible.

C-5 NUISANCES

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-6 TEMPORARY STRUCTURES AND RECREATIONAL VEHICLES

No trailer, trailer camper, boat, truck camper or like mobile unit shall be permitted to remain upon any lot or public right-of-way either temporarily or permanently unless hidden from view in such a way as to not be a public nuisance in the opinion of the Architectural Control Committee.

C-7 ANTENNAS

No radio, shortwave, T.V. or other antennas extending over 6 feet above the highest roofline of the individual residence shall be permitted unless first approved in writing by the Architectural Control Committee.

C-8 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-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.

C-10

Private kennels for not more than three dogs or cats or other domestic pets not including horses, cows, sheep, goats, or other such animals or poultry, shall be permitted.

C-11

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.

C-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.

PART D ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP

The Architectural Control Committee is composed of Anthony M. Dursey, 14618 W. Sixth Avenue, Golden, Colorado, Mike A. Leprino, 14618 W. Sixth Avenue, Golden, Colorado, and one other member who shall be appointed by the two named members. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After 20 years from the date that these covenants are recorded, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or restore to it any of its power and duties.

AMENDED JANUARY 2005 TO READ:

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.

D-2 PROCEDURE

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 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.

PART E GENERAL PROVISION

E-1 TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

E-2 ENFORCEMENT

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
(RECEPTION NO. 84098383 10/19/84 10:50 9.00)
(RECORDED IN COUNTY OF JEFFERSON STATE OF COLORADO)

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Lots 1 - 53, Block 3, Lots 7 - 84, Block 4, COLUMBINE
KNOLLS SOUTH - FILING NO. 2, Amendment No. 1.

Lots 1 - 7, Block 15, Lots 1 - 6, Block 16, COLUMBINE
KNOLLS SOUTH - FILING NO. 2, Amendment No. 1, Exemption
Survey No. 1.

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

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PART E GENERAL PROVISION

E-1 TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

E-2 ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenants either to restrain violation or to recover damages.

E-3 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 F SUPPLEMENT TO COVENANTS

F-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 Protective Covenants are executed this 18th day of October, 1984.

RIDGEWOOD DEVELOPMENT COMPANY

By _____
Mike A. Leprino, General Partner

STATE OF COLORADO)
) SS
COUNTY OF JEFFERSON)

The above and foregoing Protective Covenants were acknowledged before me on October 18, 1984, by Mike A. Leprino, General Partner of Ridgewood Development Co., a Limited Partnership.

Witness my hand and official seal.

My commission expires: August 24, 1987

Notary Public
14618 W. Sixth Avenue, Golden, CO 80401

(Signatures and Notary Public stamp appear on the officially recorded document with Jefferson County.)

RECEPTION NO. 84098383
10/19/84 10:50 9.00
RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO

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