

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 of 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

