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***AMENDED, RESTATED AND CONSOLIDATED
PROTECTIVE COVENANTS
FOR
COLUMBINE KNOLLS SOUTH AND CHATFIELD ESTATES***

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**AMENDED, RESTATED AND CONSOLIDATED PROTECTIVE COVENANTS FOR
COLUMBINE KNOLLS SOUTH AND CHATFIELD ESTATES**

THESE AMENDED, RESTATED AND CONSOLIDATED PROTECTIVE COVENANTS are made on the date hereinafter set forth by the Columbine Knolls South Homeowners' Association, a Colorado nonprofit corporation.

RECITALS

A. Ridgewood Development Co., a limited partnership, and KDB Homes, Inc., a Colorado corporation, created the Columbine Knolls South community by recording the following:

1. Protective Covenants for a Portion of Columbine Knolls South, recorded in the real property records of the County of Jefferson, State of Colorado at Reception No. 615829, Book 2584, Page 573 on January 15, 1974;
2. Protective Covenants for Columbine Knolls Estates in the real property records of the County of Jefferson, State of Colorado at Reception No. 767925, Book 2823, Page 305 on February 27, 1976;
3. Protective Covenants for a Portion of Columbine Knolls South, recorded in the real property records of the County of Jefferson, State of Colorado at Reception No. 787411, Book 2854, Page 681 on May 20, 1976;
4. Protective Covenants for a Portion of Columbine Knolls South, recorded in the real property records of the County of Jefferson, State of Colorado at Reception No. 897965, Book 3336, Page 620 on July 18, 1977;

(collectively, the "Original Protective Covenants").

B. KDB Homes, Inc, a Colorado corporation, further amended the Original Declaration by recording the following documents:

1. Protective Covenants for Portions of Columbine Knolls South Amendment Number 1 and Chatfield Estates, in the real property records of the County of Jefferson, State of Colorado at Reception No. 92010868, on January 31, 1992.
2. Assignment of Authority to Administer the Protective Covenants, recorded in the real property records of the County of Jefferson, State of Colorado at Reception No. F0251847, on June 14, 1996.

(collectively, the "Amended Protective Covenants").

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C. Pursuant to Section E-1 of the Original Protective Covenants, a majority of the owners subject to the Original Protective Covenants, have consented, in writing, to these Amended, Restated and Consolidated Protective Covenants (hereinafter referred to as the "Protective Covenants").

D. Pursuant to Article 23 of the Amended Declaration, seventy-five percent (75%) of the Owners subject to the Amended Protective Covenants have consented, in writing, to these Amended, Restated and Consolidated Protective Covenants (hereinafter referred to as the "Protective Covenants").

NOW THEREFORE, the Original Protective Covenants and the Amended Protective Covenants are replaced and superceded by the covenants, servitudes, easements and restrictions set forth below:

PART A PREAMBLE

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

Lots 1 through 14, inclusive, Block 1, Lots 1 through 48 inclusive, Block 2, Lots 1 through 13, inclusive, Block 3, and Lots 1 through 4, inclusive, Block 4, Columbine Knolls Estates; and

Lots 1 through 19, inclusive, and Lots 21, 22, 24 and 25, Block 1; Lots 1 through 20, inclusive, Block 2; Lots 1 through 93, inclusive, Block 3; Lots 1 through 9, inclusive, Block 4; Lots 1 through 8, inclusive, and Lots 14 through 15, inclusive, Block 5; Lots 1 through 17, inclusive, Block 6; Lots 1 through 27, inclusive, Block 7; Lots 1 through 24, inclusive, Block 8; Lots 1 through 3, inclusive, Block 9; Lots 2 through 51, inclusive, Block 10; Lots 1 through 52, inclusive, Block 14; Lots 1 through 25, inclusive, Block 15; Lots 2 through 9, inclusive, Block 18; Lots 1 through 68, inclusive, Block 19; Lots 1 through 14, inclusive, Block 20; Lots 1 through 27, inclusive, Block 21; Lots 1 through 21, inclusive, Block 22; Lots 1 through 31, inclusive, Block 23; Lots 1 through 4, inclusive, Block 24; and Lots 1 through 24, inclusive, Block 25, Columbine Knolls South, First Filing; and

Lots 11, 12, 14, 15 and 19-22, inclusive, Block 1; Lots 1 through 11, inclusive, Lots 13-14, inclusive, Lots 16 through 19, inclusive, Lots 21 through 24, inclusive, Lots 27, 28, 31, 32, 39 through 43, inclusive, Block 2, Chatfield Estates.

PART B - AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA. Now, therefore, said owners do 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 a private garage. 4

C-2 ARCHITECTURAL CONTROL. No building, fence, wall, solar panels and related equipment, or other structure (collectively "Improvements") shall be erected, placed, painted or altered on any lot until the construction plans and specifications showing the kind, shape, height, materials, floor plans, exterior color scheme, and a plot plan with the location of the Improvements (collectively the "Plans and Specifications") have been submitted to and approved in writing by the Architectural Control Committee (the "ACC") as to the overall quality of and location of any such Improvements with respect to designated lot lines, and the effect of such Improvements on the outlook from adjacent neighboring lots. Further, no modification or reconstruction involving any Improvements may be undertaken without the prior written approval of the ACC.

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 1,000 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 (10') 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, or that will detract from the residential value, reasonable enjoyment and quality of the subdivision.

C-6 MOTOR/RECREATIONAL/COMMERCIAL/OVERSIZED VEHICLES. No recreational vehicles, campers, campers on/off a vehicle, boats, mobile homes, horse trailer or other trailers, tractors, motor homes or trucks (other than pickup trucks or pickup trucks with shells that do not exceed the height of the cab, or width, or length of the bed) shall be permitted to remain upon any lot or public right-of-way either temporarily for a period in excess of seventy-two (72) hours in a seven (7) day period, or permanently, unless totally screened from public

view in such a way as to not be a public nuisance in the opinion of the ACC. All structures for such screening must be approved by the ACC prior to construction. Periodic movement of the vehicle for the purpose of circumventing this standard shall not qualify the vehicle for exception from this standard.

C-7 ANTENNAS. No radio, short wave, television, or other antennas extending over six feet (6') above the highest roofline of the individual residence shall be permitted unless first approved in writing by the ACC.

C-8 SIGNS. No sign of any kind shall be displayed to the public view on any lot with the following exceptions: political endorsement signs of not more than five (5) square feet, placed no earlier than forty-five (45) days prior to an election, and removed within two (2) days following an election; or one sign of not more than five (5) square feet advertising the property for sale or rent.

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 LIVESTOCK AND POULTRY. Private kennels for not more than three (3) dogs or cats or other domestic pets shall be permitted following approval of placement and structure by the ACC. Horses, cows, sheep, goats, or other such farm animals or poultry, shall not be permitted.

C-11 GARBAGE AND REFUSE DISPOSAL. 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 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 INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight-lines at elevations between two (2) and six (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 twenty-five (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 ten (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.

C-13 ROOFING MATERIALS RULES AND REGULATIONS. Columbine Knolls South/Estates homeowners may apply to the ACC for approval of alternatives to currently installed and approved roofing materials for installation on new structures and additions or for re-roofing existing structures on their property(s). The ACC shall review all applications, with approval by the ACC of such applications required prior to any installation. Applications will be processed on an individual basis and will receive final determination based upon quality of workmanship and materials, harmony of external design and compatibility with existing structures. The ACC shall base its review on the Roofing Materials Rules and Regulations currently in place, and as amended from time to time.

Roofing materials that do not meet the requirements for visual harmony by not having a strong resemblance to wood shakes or wood shingles in terms of color, contrast, pattern, design or size, are prohibited.

C-14 COMMERCIAL USE. No business, building, machine shop or other industrial or commercial structure or building devoted to commercial or public enterprise shall be erected or used on any lot. No business which attracts any customers or clients to a lot causing traffic or parked vehicles in excess of the normal level shall be conducted or carried on or practiced upon any lot or within any dwelling or accessory building constructed thereon.

C-15 MOTOR VEHICLE REPAIRS. No motor vehicles, campers, trailers, boats or recreational vehicles shall be rebuilt or repaired, except in the garage area or in the driveway of each lot. Under no circumstances shall such repairs be performed if the same results in creation of an unsightly or unsafe condition as determined by the ACC in its sole discretion for a period of longer than 24 hours.

PART D - ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP. The ACC shall consist of the Board and up to three (3) non-Board members of the Columbine Knolls South Homeowners' Association appointed by the Board. Each appointed member of the ACC shall hold office for a period of one (1) year or until such time as he or she has resigned and the Board has appointed his or her successor. The record owners of seventy-five percent (75%) of the lots within the subdivision shall have the power through the proper execution of a written instrument to that effect to change the membership of the ACC or to take from the ACC or to restore to it any of its powers and responsibilities hereunder.

Whenever the approval of the ACC is permitted or required by these Protective Covenants, the ACC shall have the right to consider all of the Plans and Specifications for the Improvements or the proposal in questions as well as all other facts that the ACC in its sole discretion deems to be relevant utilizing the ACC Rules and Regulations in place, and as amended from time to time.

D-2 PROCEDURE. The ACC's approval or disapproval as required in these Protective Covenants shall be in writing. In the event the ACC or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with. 7

PART E - GENERAL PROVISIONS

E-1 TERM. These Protective 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 (30) years from the date these Protective Covenants are recorded, after which the said Protective 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. These Protective Covenants shall run with the land and shall be binding upon and inure to the benefit of the owners of every lot on the property. These Protective Covenants may be enforced as provided herein or as allowed by applicable law or in equity by each owner of a lot, the Board, or the ACC acting for itself and as trustee on behalf of all the owners. By acquiring an interest in a lot, each owner hereby appoints the Board and the ACC as its irrevocable attorney in fact for such purposes.

Violation of any covenant, condition, restriction or reservation contained herein shall give to the Board, ACC and each owner of a lot the right to bring suit at law or in equity against the party or parties violating or intending to violate any such covenants, conditions, restrictions or reservations, to enjoin them from so doing, to cause any such violation to be remedied or to recover damages resulting from such violation. In the event a court of competent jurisdiction adjudicates such suit and determines a violation has occurred and orders compliance, and if such order is not followed by the owner as directed by the court, all legal steps may be taken by the Board or ACC to enforce the order. The cost of such enforcement including any abatement, remedy or removal directed by the court shall be a binding personal obligation on any owner of a lot subject to such order of the court.

In any legal or equitable proceeding for the enforcement of these Protective Covenants or any provision hereof, whether as an action for injunctive relief, declaratory relief or damages or any other action, the party prevailing in such action shall be entitled to recover from the losing party all of its costs, including court costs and reasonable attorneys' fees. The prevailing party shall be entitled to attorneys' fees even though the proceeding may be settled prior to judgment. All remedies provided herein or at law or in equity shall be cumulative and are nonexclusive.

E-3 SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions that shall remain in full force and effect.

E-4 LIABILITY. Neither the Board nor the ACC, their successors or assigns, nor any venturer, officer, director, member, agent or employee of any of them shall be liable to any party for any action or failure to act with respect to any matter concerning these Protective Covenants. Every owner or occupant of any of the property by acquiring its interest therein agrees that it will not bring any action or suit against the Board or the ACC to recover any such damages or seek equitable relief because of the same.

E-5 NOTICES. All notices or other communications required by these Protective Covenants shall be given in writing and shall be served on the parties as follows: The mailing of a notice or other communication by certified mail, postage prepaid, return receipt requested, addressed to a party at its address registered with the Board or at any other address which has been furnished in writing to the Board as a notice in conformity with this paragraph shall be deemed sufficient service and shall be deemed duly made, given and delivered as of the date of mailing.

PART F - SUPPLEMENT TO COVENANTS

F-1 PUBLIC STREET LIGHTING. All lots are subject to and bound by any Public Utility 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.

F-2 RULES AND REGULATIONS. The Board shall draft and maintain such Rules and Regulations as necessary related to the Architectural Control Committee and any other area where appropriate and/or necessary for the efficient administration and enforcement of these covenants. Such Rules and Regulations shall be reviewed on at least an annual basis and revised, amended, or changed as necessary with such actions being taken by the Board.

IN WITNESS WHEREOF, the undersigned, being the President and the Secretary of Columbine Knolls South Homeowners' Association, hereby certify that the Association has obtained written approval of these Amended, Restated and Consolidated Protective Covenants from a majority of the owners subject to the Original Protective Covenants, and from seventy-five percent (75%) of the Owners subject to the Amended Protective Covenants, as evidenced by written instruments filed with the records of the Association.

COLUMBINE KNOLLS SOUTH HOMEOWNERS' ASSOCIATION, a Colorado nonprofit corporation

By: [Signature]
President

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ATTEST:

By: Kathleen M. Hofstra
Secretary

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

The foregoing was acknowledged before me this 13th day of February, 2002, by Kathleen M. Hofstra, as ~~President~~ Secretary of Columbine Knolls South Estates Homeowners' Association, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 5-19-2003

Jeanene M. Berens
Notary Public

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

The foregoing was acknowledged before me this 13th day of February, 2002, by Frank R. Yetter, as ~~Secretary~~ President of Columbine Knolls South Estates Homeowners' Association, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 5-19-2003

Jeanene M. Berens
Notary Public

