

Declaration of Protective Covenants, Restrictions, Easements, and Reservations

Columbine Lake Subdivision

County of Grand

State of Colorado

(Second Amendment)

Columbine Lake, A Joint Venture, the Declarant, promulgated and recorded a Declaration of Protective Covenants, Restrictions, Easements, and Reservations for Columbine Lake Subdivision applying to the following described real property, to wit:

Lots 1 through 6, Block 1; Lots 1 through 3, Block 2; Lots 1 through 59, Block 3; Lots 1 through 15, Block 4; Lots 1 through 35, Block 5; Lots 1, 2, and 4 through 110, Block 6; Lots 1 through 46, Block 7; Lots 1 through 131, Block 8; Lots 1 through 33, Block 9; Lots 1 through 11 and 13 through 87, Block 10; Lots 1 through 60, Block 11; Lots 1 through 5, Block 12; and Tracts A, B, and D, Columbine Lake Subdivision, County of Grand, State of Colorado, according to a recorded plat thereof, recorded in the office of the Clerk and Recorder, County of Grand, State of Colorado.

Columbine Lake, a Joint Venture, the Declarant, by a Declaration of Protective Covenants, Restrictions, Easements, and Reservations promulgated covenants, restrictions, easements, and reservations applying to the following described real property, to wit:

Lots 1 through 33, Block 14; and Lots 1 and 2, Block 15, Columbine Lake Subdivision, County of Grand, State of Colorado, according to a recorded plat thereof, recorded in the Office of the Clerk and Recorder, County of Grand, State of Colorado.

Gilbert E. Norman and Lolita F. Norman, the owners of Lot 12 in Block 10, Columbine Lake Subdivision, County of Grand, State of Colorado, signed an inclusion agreement agreeing to subject Lot 12 in Block 10, Columbine Lake Subdivision, to the Declaration of Protective Covenants, Restrictions, Easements, and Reservations, Columbine Lake Subdivision, County of Grand, State of Colorado.

The undersigned, being the officers of Columbine Lake Country Club, Inc., do hereby certify that the following Declaration of Protective Covenants, Restriction, Easements, and Reservations of Columbine Lake Subdivision (Second Amendment) received the affirmative vote of the owners representing 60% or more of the herein described real property. These Second Amendments amend and supersede all prior covenants in all respects and apply to all the aforementioned real property.

Known all men by these present that:

Whereas, the purpose of these covenants is to ensure the best use and most appropriate development and improvement of each building site; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built with improper or unsuitable materials, to obtain harmonious color schemes; to ensure highest and best development of said property; to encourage and secure the erection of attractive structures thereon, with appropriate location thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper set-backs off street, and adequate free space between structures; and in general to provide adequately for high quality improvements in said property and thereby enhance the values of investments made by purchasers of building sites therein, and to further ensure that common amenities operated by Columbine Lake Country Club, Inc. are not abused or used in such a way as to detract from their enjoyment by holders of certificates of membership in Columbine Lake Country Club, Inc.

Whereas, said owners and sub-dividers desire to place certain protective covenants, reservations, restrictions, and easements on the said property for the use and benefit of themselves and their grantees in order to establish and maintain the same as a carefully protected subdivision and community.

Now, therefore, said owners and sub-dividers do, for themselves, their grantees, successors, and assigns, hereby declare, impose, and establish the following declarations, restrictions, easements, reservations, and protective covenants with respect to the real property above described, the same to run with the land, to wit:

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Article I. Building Restrictions

Section 1.01 Except for the portions or the real property as may be used for recreational purposes or common service facilities by the Columbine Lake Country Club, a Colorado corporation, only one private, single-family dwelling shall be built on any lot in the plat of Columbine Lake, to be for the sole use of the owners of such lot, their guests, tenants, and invitees.

Section 1.02 Except where a specific use permit provides to the contrary, no building shall be erected, altered, placed, or maintained on any lot unless same shall comply with the above and following restrictions, including but not limited to:

- (a) Each dwelling structure shall be of new permanent construction and shall have not less than six hundred (600) square feet of enclosed area, on one level, which is devoted to living purposes. No structure shall exceed two (2) stories in height on any lot in the plat.
- (b) The exteriors of all structures on a lot shall be constructed of new materials.
- (c) No structure shall be erected or placed within ten (10) feet of the side boundary of a lot, thirty (30) feet of a street abutting a lot, or twenty-five (25) feet of the rear lot line. These setback requirements may be waived or modified by the Architectural Control Committee in case of hardship involving lots of unusual configuration or lots abutted on more than one side by a street.
- (d) All dwellings shall be equipped with interior, modern toilet and sewage facilities and shall be connected to the public sewer system contained and operated by Three Lakes Water and Sanitation District or its successors.
- (e) The Architectural Control Committee (See Section V) may issue a specific use permit in situations where unique and special circumstances such as shape of the lot, topography of the lot, unusual and necessary requirements of the certificate holder, or other circumstances which, in the judgment of the Architectural Control Committee, indicate that the use requested by the certificate holder would not frustrate the requirements of these restrictive covenants and which, if a specific use permit were not granted, would work an unnecessary and undue hardship upon the certificate holder.

Section 1.03 The work of constructing, altering, or repairing any structure on a lot shall be diligently prosecuted from its commencement until completion thereof, but in any event the entire exterior, as specified in the approved building plan, must be completed within six (6) months of commencement.

Section 1.04 No temporary structure, trailer, tent, garage, basement, or out-building shall be maintained on any lot for residential purposes. This requirement may be modified by the Architectural Control Committee by the issuance of a special use permit during construction of a permanent residence, but in no case shall such use exceed (6) months.

Section 1.05 No fence, wall, hedge, or decorative screening shall exceed forty-eight (48) inches in height without prior written approval of the Architectural Control Committee.

Article II. Architectural Control

Section 2.01 No building shall be erected, altered, placed, or maintained on any lot until a county building permit has been obtained and the construction plans and specifications and a plat of the lot showing the location of the structure have been approved by the Architectural Control Committee for Columbine Lake Subdivision. Approval shall include, but not be limited to, the quality of workmanship and materials, harmony of external design and color with existing structures, location with respect to topography and finished grade elevation, and compliance with the provisions of these covenants and restrictions. Approval shall be as provided in Paragraph V hereof.

Article III. Land Use Restrictions

Section 3.01 No garbage, refuse, rubbish, or junk shall be permitted to be deposited, left, or accumulated on a lot unless in suitable containers which shall be kept in a sanitary condition, regularly emptied, or fully screened from view of the street and adjacent lots.

Section 3.02 No animals shall be kept or permitted on the real property in the plat except for household pets, which shall not unreasonably interfere with the use and enjoyment of the subdivision. Horses may be pastured or stabled in the subdivision only in areas set aside for that purpose. Columbine Lake Country Club shall be responsible for the designation of horse pasture areas, if any. Horses may be ridden throughout the subdivision in accordance with local law.

Section 3.03 No goods, equipment, trucks, vehicles, or paraphernalia used in or connected with any trade or business shall be kept or stored in the open on any lot, and no commercial signs shall be permitted on any lot or structure; provided, however, that consent for the use of such commercial equipment or signs may be obtained in conjunction with a use allowed through the issuance of a specific use permit as otherwise herein provided for. Nothing in this paragraph shall be deemed to prevent any artist, artisan, or craftsman from pursuing his artistic calling within his dwelling if such artist, artisan, or craftsman also uses such lot for residential purposes, is self-employed, has no employees working on such lot, and does not advertise nor offer any product or work of art for sale to the public upon or from said lot.

Section 3.04 No noxious or offensive activity shall be permitted on any lot nor shall anything be permitted that may be or become a nuisance or unreasonably interfere with the use and enjoyment of any part of the real property included in the plat.

Section 3.05 The use of the lake and all common areas shall be subject to such reasonable rules and regulation as may hereinafter be adopted by the Board of Directors of Columbine Lake Country Club, a Colorado corporation, for the use and enjoyment of its certificate holders. One dock, not exceeding fifteen (15) feet in length from the lot line, may be constructed on any private lot abutting the lake, subject to rules and regulations of the Board of Directors of Columbine Lake Country Club. Longer docks may be constructed abutting property owned by Columbine Lake Country Club upon its authorization of said directors of the corporation.

Section 3.06 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 on any lot. No derrick or other structure designed for use in boring or oil or natural gas shall be erected, maintained, or permitted upon any lot.

Section 3.07 In order to maintain the quality of the subdivision, the value of the lots and residences constructed on them, and to preclude excessive use of the services and recreational facilities from use of the lots as time-share estates, no time-share estate shall be created or time-share use made of any lot. As used herein, "time share estate" shall be deemed to mean an ownership interest in real property consisting of an interest in a time share fee, including a time share estate as defined in Section 38-33-110, Colorado Revised Statutes 1973, as amended. "Time share use" shall mean any arrangement which does not fall within the meaning of time share estates, whether be leasehold interest or contractual right, whereby the use, occupancy, or possession or real property circulates among owners of the time shares according to a fixed or floating schedule.

Article IV. Columbine Lake Country Club

Section 4.01 Columbine Lake Country Club, a Colorado corporation, has been formed for the purpose of providing certain services and recreational facilities for the certificate holders in Columbine Lake Country Club (described as members of the corporation in the corporate by-laws). Any action taken by the Columbine Lake Country Club shall be taken upon authorization of the Board of Directors. There shall be one (1) certificate of membership to this corporation available for each lot in Columbine Lake Subdivision. In the case of any owner who has contracted to sell any lot, the contract vendee shall be entitled to membership until the contract vendee's interest is terminated or forfeited, in which case the membership shall revert to the vendor. If any person or persons, firm, or corporation owns more than one (1) lot, there shall nevertheless be one membership for each lot and such persons, firm or corporation shall have one vote for each membership. Each member shall be entitled to one certificate of membership per lot in Columbine Lake Country Club subject to the restrictions and provisions provided herein, the Articles of Incorporation, and Bylaws of Columbine Lake Country Club as they may be established from time to time. Such certificate shall be appurtenant to the title to lots within Columbine Lake Subdivision and shall be transferable only as part of the transfer of title of the lot. Each certificate holder and members of permanent household shall be entitled to the use and enjoyment of the corporate facilities and services subject to the Bylaws, rules, regulations, and charges as may now or hereafter be established by the corporation. Any such Bylaws, rules, regulations, and charges shall apply equally to all certificate holders and members of their permanent family. Any rights or privileges granted hereunder shall be subject to the terms of the bylaws as they may be amended from time to time. Nothing herein shall preclude the corporation from making its services and facilities available to others on such terms as provided in the Bylaws and as it deems best. Each certificate holder and his permanent household shall abide by the Bylaws, rules, and regulations of the corporation as may be adopted from time to time and which shall control the use of its facilities.

Section 4.02 In order to provide for the maintenance and improvement of the various properties and facilities of Columbine Lake Country Club, as required by its Bylaws, each certificate holder, his heirs, successors, and assigns shall, by the act of accepting a deed or entering into a contract of sale as vendee, jointly and severally agree that they shall pay to the corporation the charges assessed against certificate holders of the corporation as provided in the Bylaws. Until changed by a vote of 2/3 of the directors of the corporation, the charges herein referred to shall be \$10.00 per annum payable on or before June 30 of each year, in advance, commencing June 30, 1970. In the event that such charges remain unpaid to the corporation for sixty (60) days after the due date, as set forth on the billing sent to the certificate holder, the corporation may record a written notice with the Clerk and Recorder of Grand County, State of Colorado, that it claims a lien against the lot of the certificate holder who is delinquent for the amount of such charges. A late charge of \$5.00 per month from the due date until

the charges are paid shall be assessed by the corporation. Said late charges may be changed by affirmative vote of 2/3 of the Board of Directors. The certificate holder shall also pay all attorneys' fees and other costs incident to any collection of said charges. From and after the date of recording such notice, such lot shall be subject to a lien for the benefit of the corporation as security for that assessment and all unpaid late charges, costs, or attorneys' fees, and the lien may be foreclosed in a manner provided for by law and in such foreclosure action, the corporation shall recover all attorneys' fees and costs incident with said foreclosure.

Article V. Architectural Control Committee

Section 5.01 The Board of Directors of Columbine Lake Country Club shall have the final responsibility for architectural control. The Board of Directors may, however, appoint an Architectural Control Committee, reporting directly to the Board, to act on its behalf in giving such approval or disapproval. There shall be at least three (3) members of the Architectural Control Committee, who shall be appointed by a majority vote of the Board of Directors to serve a term of three (3) years. At the end of said term, the replacements shall be determined by a majority vote of the then-existing Board of Directors. Such committee members may be removed at any time by a seventy-five percent (75%) vote of the Board of Directors of Columbine Lake Country Club for any reason whatsoever. The members of said committee shall not be entitled to any compensation for any services performed pursuant to this covenant. All plans and specifications required to be submitted to the Architectural Control Committee shall be in writing, shall contain the name and address of the person submitting the same, the description of the property to which they relate, and shall set forth the following with respect to the proposed structure: the location of the structure on the property, the elevation of the location of the structure with reference to the existing and finished lot grade, the general design, the interior layout, the exterior finish materials and color, and such other information as may be required to determine whether such structure conforms to these restrictions, The Architectural Control Committee may establish standards, approved by the Board of Directors consistent with these restrictions, involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for an attractive development, which standards may include but are not limited to, those pertaining to height, configuration, design and appearance of fences, walls, screens, outbuildings, pools, and other structures appurtenant to the use of the dwelling. Plans and specifications shall be submitted to the secretary of the Committee. Within thirty (30) days after receipt of such plans and specifications, which, in its opinion, do not conform to these restrictions or its aesthetic standards, the Architectural Control Committee shall send a notice of disapproval. In the event notice of disapproval is not mailed by the Committee to the address of the person submitting such plans and specifications with such thirty (30) day period, approval shall be deemed to have been given. No construction will be commenced until approval is obtained in accordance with these provisions.

Article VI. Easements and Reservations

Section 6.01 The undersigned hereby reserve an easement over and across a strip of land ten (10) feet in width across each lot parallel with and adjacent to the roads abutting and along five (5) feet of each other lot line shown on the plat and dedicate the same for the use of the residents of the subdivision for the purpose of constructing, repairing, reconstructing, improving, and maintaining water pipes, light and power lines, telephone lines, and other facilities for utilities, including the right to enter upon such easement for such purposes. The undersigned further reserve and dedicate, as hereinabove provided, and easement for the construction of a sewer transmission line across Lots 1 through 87, Block 10, plat

of Columbine Lake; said easement will be established by July 1, 1969, and will be specifically described and reserved in the deeds on the individual lots in question.

Article VII. Term

Section 7.01 The covenants, restrictions, easements, rights, reservations, liens, and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the real property herein described and on all parts thereof, the parties in interest thereto, and their heirs, assigns, personal representatives, and successors in interest for a period of thirty (30) years from the date these covenants are recorded: however, the provisions hereof may be amended, altered, and terminated in whole or in part at any time by a written instrument signed by sixty (60) percent of the owners of the herein described real property. For purposes of this provision, the sixty (60) percent ownership figure shall mean owners in area of real property, exclusive of the owners of the roads. For purpose of the provision, the owner shall mean any person, firm, or corporation holding either fee title or a vendee's interest under a real estate contract as shown by the records of Grand County, State of Colorado, to the exclusion of any lesser interest. Upon its completion, said alteration, amendment, or termination shall be filed with the Clerk and Recorder of Grand County, State of Colorado, and upon such filing, shall become effective automatically. In the event no such alteration, amendment, or termination is filed in accordance with this provision, these covenants shall be automatically extended for successive periods of ten (10) years after the expiration of the first thirty (30) year period.

Article VIII. Enforcement

Section 8.01 The parties in interest in and to any part of the real estate herein described, and the Columbine Lake Country Club for the benefit of such owners, and each of them, shall have the right and authority to enforce the provisions hereof in any court of law, or in equity, against any person or persons violating or attempting to violate any covenant. Such right of enforcement shall include, but not be limited to, the right to restrain or enjoin any violation or recovered damages therefore. As with the enforcements of any lien to the Columbine Lake Country Club, the prevailing party in any action to enforce the provisions hereof shall recover, as a part of any judgment entered by any court of law, or in equity, all sums for investigation, searching and abstracting of public records, and attorneys' fees incident to the maintaining of such action.

Article IX. Severability

Section 9.01 Invalidation of any of these covenants by judgments or orders of court shall in nowise affect any of the other provisions hereof, which provisions shall remain in full force and effect.