

**SECOND AMENDMENT AND RESTATEMENT  
OF THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
COLUMBINE EAST SUBDIVISION**

THIS DECLARATION is made this 13<sup>th</sup> day of May, 2020, by COLUMBINE EAST HOMEOWNERS' ASSOCIATION, INC., a Colorado non-profit corporation.

**RECITALS**

WHEREAS, Declarant is the owner of all that property in the City of Montrose, County of Montrose and State of Colorado described on Exhibit A, attached hereto and by this reference incorporated herein (all of which property is hereinafter referred to as the "Property"); and

WHEREAS, Declarant has or will subdivide all or a portion of the above-described Property into lots and parcels known as COLUMBINE EAST SUBDIVISION; and

WHEREAS, Declarant, for the purpose of maintaining fair and adequate property values and enhancing the desirability and attractiveness of all lots in the COLUMBINE EAST SUBDIVISION does hereby declare that all of the said lots and Property comprising the COLUMBINE EAST SUBDIVISION shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following Covenants, Conditions and Restrictions (collectively referred to herein as "Covenants"). All of said Covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any lot of land within COLUMBINE EAST SUBDIVISION or any part thereof. It is anticipated that portions of the above-described Property will be granted final plat approval in phases which will be referred to on the plat as "filings". These Covenants shall not apply to any of the above-described Property until and unless such Property is granted final subdivision approval as a portion of the COLUMBINE EAST SUBDIVISION; and

WHEREAS, in compliance with the Colorado Common Interest Ownership Act, § 38-33.3-1001 *et seq.*, which requires sixty-seven percent (67%) of affirmative votes to amend a Declaration of Covenants, Conditions, and Restrictions, Declarant presently constitutes the statutorily required votes of membership and by this Second Amendment and Restatement, amends the prior Declaration and First Amendment ("Prior Declarations").

NOW THEREFORE, Declarant hereby amends and restates the Prior Declarations as it applies to all of the Property recorded therein as follows:

## ARTICLE I

### Definitions

**Section 1:** "Association" shall mean and refer to the COLUMBINE EAST HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

**Section 2:** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having such interests held merely as security for the performance of an obligation.

**Section 3:** "Property" shall mean and refer to that certain real property attached hereto as Exhibit A which has received final subdivision plat approval as COLUMBINE EAST SUBDIVISION, and all such additional filings thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4:** "Lot" shall mean and refer to any parcel of land shown on any recorded subdivision plat of the Property with the exception of those properties designated as the park area.

**Section 5:** "Declarant" shall refer to COLUMBINE EAST, a Colorado limited liability company, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development.

**Section 6:** "Park" shall refer to any parcel of land shown on any recorded subdivision of the Property designated "Park".

**Section 7:** "Irrigation Water System". The common water irrigation system to be managed by the Association includes those portions of the irrigation water delivery system as follows: The open portion of the ditch from the headgate to the cleaning system, the cleaning system, the division box located near the northeast corner of the Property, all portions of the buried piping located within the 20-foot utility and irrigation easement and "park area" shown on the final plats of survey to the Property, the clean-out pits, and the irrigation line drainage system.

**Section 8:** "Board of Directors". The Board of Directors of the Association shall initially be no less than three (3) persons designated by the Declarant, the identity of whom shall be disclosed to the Owners in writing upon request. At such time when twenty-five (25) or more lots in Columbine East Subdivision have been sold, the Board of Directors shall be those persons who are elected at a meeting called for such election pursuant to the following Article 3, Section 5 of this Declaration.

## ARTICLE 2

### Membership and Voting Rights

**Section 1:** Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is the subject of the assessment.

**Section 2:** The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as such persons determine but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B members shall be the Declarant, and Declarant shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- B. On December 31, 2005.

## ARTICLE 3

### Covenant for Maintenance Assessments

**Section 1:** Creation of the Lien and Personal Obligation for Payment of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges and
- (2) Special assessments for capital improvements,

such assessments to be established and collected as hereinafter provided.

The annual and special assessments together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his, her or its successor in title unless expressly assumed by such successor.

**Section 2:** Purpose of Assessments. The assessments levied by the Association shall be held exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Irrigation Water System.

**Section 3:** Maximum Annual Assessment. The maximum annual assessment shall be Seventy-Five Dollars (\$75.00) per Lot for the year 2001.

A. From and after January 1, 2002, the maximum annual assessment may be increased each year but not more than five percent (5%) above the maximum assessment for the previous year without a vote of membership.

B. The maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. All portions of the Property shall be assessed for irrigation water by the Uncompahgre Valley Water Users Association pursuant to prior agreement between Declarant and the Uncompahgre Valley Water Users Association which has been duly recorded in the Montrose County records. All of the Owners of the Lots in the Subdivision agree that all irrigation water on the Property, a portion of which might otherwise be allocated to the individual Lots pursuant to the Rules and Regulations of the Uncompahgre Valley Water Users Association, shall be administered by the Association pursuant to the terms of this Declaration. It is anticipated that the bill for all irrigation water covering the Property shall be sent to the Association. On or before January 15 in each year beginning in calendar year 2001, Declarant shall pay to the Association that portion of the bill for irrigation water which represents the number of acres not yet included in Columbine East Subdivision as the numerator of a fraction, the denominator of which is the total acreage included within the Property. For illustrative purposes only, if the Property encompasses a total of 38 acres and the portion not yet having received final plat approval as a part of the Columbine East Subdivision encompasses 19 of said 38 acres, Declarant shall pay to the Association one-half of the assessment for irrigation water for that year. The Declarant shall not be entitled to reimbursement by the Association for any portion of such payment in the event that portions of the Property do receive final plat approval during the year for which said assessment is made.

**Section 4:** Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in full or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement regarding the Irrigation Water System including fixtures and personal property related thereto, provided that such assessment shall have the ascent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.



**Section 5:** Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the meeting so called, the presence of members or proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum of subsequent meetings shall be one-half of the required quorum at the preceding meeting.

**Section 6:** Uniform Rate of Assessment. Both annual and special assessments must be at a uniform rate for all Lots and may be collected on an annual basis or such other basis not more frequently than monthly as determined by the Board of Directors.

**Section 7:** Date of Commencement of Annual Assessments Period/Due Dates. The annual assessments provided for herein shall commence as to each Lot in 2001. Only Lots which have received final plat approval at the time the assessment is made shall be subject to assessment for that calendar year. The Board of Directors shall fix the amount of the annual assessment for each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 8:** Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the date the same is due shall bear interest from the due date at the rate of one and one-half percent (1½ %) per month [eighteen percent (18%) per annum], provided, however, the minimum amount to be charged as a late fee shall be Twenty Dollars (\$20.00) in addition to the interest. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Property in any manner provided or permitted by law. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the irrigation water or by abandonment of a Lot. The prevailing party on any action to collect the assessments, (the fee and interest), may recover from the losing party all reasonable attorneys' fees and court costs.

**Section 9:** Subordination of Lien to Mortgages. Liens created by first mortgages and/or first deeds of trust the proceeds of which were used for the purpose of constructing permanent improvements on any Lot, which mortgages or deeds of trust are recorded in accordance with the laws of the State of Colorado, shall be, from the date of recordation of such, superior to any and all liens provided for herein. No liens for unpaid charges or assessments shall be valid against any good-faith purchases for value, mortgagees or holders of deeds of trust unless and if such liens have been placed of record prior to the recordation of the instruments of conveyance or mortgage.

**Section 10:** Application of Funds. The funds arising from all assessments, so far as may be sufficient, shall be applied toward the payment of expenses incurred by the Association and for the promotion of the welfare of the Property Owners within the Columbine East Subdivision as set

forth and provided for herein or in any future articles of incorporation, other bylaws or regulations which may be adopted by the Association or its successors in interest (which bylaws and regulations must be consistent with the terms contained in this Declaration).

## ARTICLE 4

### Restrictions

**Section 1:** Use of Property as Dwellings, Quality and Size. The Property is zoned by the City of Montrose as Large Estate Residential; and therefore, the Lots must be used for residential purposes except for the Park which may be used for recreation and other purposes allowed thereon pursuant to Ordinance and Regulations of the City of Montrose, Colorado, and except for the unplatted portions of the Property which may continue to be used for agricultural purposes until such portions of the undeveloped Property become incorporated into a final plat at which time such agricultural uses shall cease as to such portion. All dwellings must be of a permanent nature, construction on site, affixed to a permanent foundation; no trailer house, mobile home or manufactured housing may be set upon any Lot within the Subdivision. All dwellings must be of workmanlike quality, using new materials of the same or better quality than those which can be produced on the date these Covenants are recorded. Each residence structure shall be constructed from new permanent materials upon the site of said structure and shall be completely finished before occupancy. Each residence shall contain at least one thousand five hundred (1,500) square feet of livable space excluding garages, basements, patios and porches. No security or large yard lights shall be allowed to burn from 11:00 P.M. until 6:00 A.M. unless approved by the Association. (Subdivision streetlights are excepted from this provision.)

**Section 2:** Architectural Control. The Board of Directors of the Association shall also constitute the Architectural Review Committee (the "Committee"). Members of the Committee need not be Owners. Each shall hold office until he or she resigns or has been removed and his or her successor has been appointed or elected at a meeting duly called for such purpose. Members of the Committee may be removed by the Declarant at any time without cause. The Declarant, at its option, may maintain majority control of the Committee until December 31, 2005, at which time all privileges, powers, rights and authority shall be exercised and vested in the Committee to be selected by the Owners of the majority of the Lots in all filings of Columbine East Subdivision then recorded in the Montrose County records. Declarant intends to operate and manage architectural control in conjunction and in harmony with architectural control undertaken with respect to all Lots included in the entire Columbine East Subdivision according to all present and future filings thereof shown in the Montrose County records.

Approval. No building, wall, fence, structure, re-subdivision of a Lot or combining of Lots shall be commenced erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of existing design and location in relation to surrounding structures, and topography and finish grade elevation by the Committee. In the event the Committee fails to approve or disapprove with recommendations or disapprove entirely such design and location in

writing within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Roll of the Committee. The Committee is fully authorized in its sole discretion to accept or reject applications for approval in total or to require certain specific revisions. The decision of the Committee shall be final and non-appealable. Neither the Committee nor the Declarant shall be liable in damages to anyone submitting plans and specifications for approval or to any Owner of the Properties affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans for approval agrees, by submission of such plans and specifications, that he or she will not bring any action or suit against the Committee or Declarant to recover any such damages. Aggrieved Owners of the Properties shall be limited to equitable remedies only. Approval of plans and specifications shall not be deemed to constitute compliance with the requirements of any local building codes or land use regulations, and it shall be the responsibility of the Owner of the Properties or other persons submitting plans and specifications to comply therewith.

Committee Inspection. The Committee shall have the right and authority to inspect construction and progress to assure its conformance with plans and specifications approved by the Committee.

No Waiver of Future Approvals. The approval by the Committee of any proposals or plans and specifications or drawings for any work proposed or in connection with any other matter requiring the approval and consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or other matter subsequently or additionally submitted for approval or consent.

**Section 3:** Garages and Accessory Buildings. No detached or semi-detached garages or other outbuildings shall be permitted except for one outbuilding constructed of both similar materials and architectural style to the main dwelling and consisting of no more than seven hundred (700) square feet of space.

**Section 4:** Peak Height. No dwelling upon any Lot shall be more than one story above ground level, nor have a peak height of greater than eighteen feet (18') from finished grade unless previously approved by the "Committee". No accessory building shall contain more than one story above ground level nor have a peak height of greater than eighteen feet (18') from finished grade.

**Section 5:** Signs. No signs, advertisements, billboards or advertising structures of any kind or character, except decorative home identification signs and a decorative Subdivision sign may be erected or maintained upon any Lot within the Property; provided, however, one sign board of not more than sixteen square feet (16 sq ft) for the sole purpose of advertising the sale of homes within the Subdivision, by the contractor and subdivider, may be erected upon a Lot. Said sign may be retained upon the Lot for a period of time not exceeding six (6) months from the date of completion of the dwelling located on said Lot or, if no dwelling has been completed upon said Lot and said sign is erected on a vacant Lot, said sign may be maintained on said Lot until six (6) months following completion of a dwelling on said Lot. In addition, one signboard not more than



five square feet (5 sq ft) for the sole purpose of advertising the sale, lease, rental or contractor completion of a dwelling may be erected on a Lot. Reasonable open house signs and flags may be used for short periods of time not exceeding sixty (60) days.

**Section 6:** Commercial Activity Prohibited. No business or commercial uses may be made of the premises; provided, however, that permission to operate home businesses may be granted upon request of the Committee and may be granted upon an express finding that such home business activity will not interfere with the peace and quiet of the neighborhood. Any home businesses must also be in conformity with the ordinances and regulations of the City of Montrose. Informal garage sales of personal property and effects may be conducted upon the premises in conformity with the ordinances and regulations of the City of Montrose; provided, however, any such garage sales shall not last longer than two (2) consecutive days from the initial sales date. Upon conclusion of the garage sale, not more than two (2) days after its inception, all unsold personal effects shall be stored in the garage or accessory building and shall not remain visible from the highway.

These Covenants shall preclude use of the Property as a base of operation for businesses that store inventories of goods outside of the residence or outbuildings. Examples of businesses that might fall under this category are building contractors who store supplies for future use. These include but are not limited to building contractors storing scaffolding, ladders, lumber, sheet rock, etc., and other goods which would create visual intrusion on the residential character of the neighborhood.

**Section 6.5:** Short Term Rentals Prohibited. It shall be prohibited for the Owner of any Lot, including that Owner's agent, representative, employee, tenant, or sub-tenant thereof, to rent or lease any property or dwelling, or any portion thereof, to any individual, individuals, family, or entity, for any period less than six (6) months (182 days). Any rental shall be evidenced by written lease and such lease shall include the following provisions: (i) That the lease is subject in all respects to the provisions of this Declaration and all of the Association's rules and regulations; and (ii) In the event that an Owner leases their property to a tenant, during the term of any such lease, only that tenant or that tenant's immediate family may occupy the premises, other than as a casual invitee from time to time. It is the intent of this section to prohibit the use of Property within the Association for Vacation Rental by Owner ("VRBO") and other short-term rental purposes.

**Section 7:** Setback. All permanent structures shall be placed upon the Property in accordance with the Ordinances and Regulations of the City of Montrose. No permanent structure of any kind shall be placed in such a way as to interfere with the common Irrigation Water System and future maintenance thereof by the Association. Neither Declarant, any utility company nor the City of Montrose shall be responsible for damage to the plantings, irrigation systems, fences or other appurtenances located or constructed within the utility and irrigation easements when such damage results from the installation and/or maintenance of utilities within said utility and irrigation easements.

**Section 8:** Use. Each Lot in the Subdivision shall be used for one single-family, private residential dwelling designed or the occupancy of and by one family.



**Section 9:** Livestock. Except for the portion of the Property which has not been included in any final subdivision plat, no agricultural activity shall be undertaken for any business or commercial purpose and no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot in the Subdivision for business or commercial purposes; provided, however, homeowners may keep not to exceed two dogs and two cats, provided that they are properly fenced, chained or otherwise limited to the premises and are not allowed to run at large in the Subdivision to the detriment of any other Owner.

**Section 10:** Temporary Structures Prohibited. No structures of a temporary character nor any tent, shack, basement, trailer, barn, garage or other outbuilding shall be used as a residence on any part of any Lot within the Subdivision, excepting that recreational vehicles may be occupied by guests of any Owner for not more than two (2) weeks out of any thirty (30) day period.

**Section 11:** Fences. Fence design shall be submitted to the Architectural Control Committee for prior approval. No fence shall exceed four (4) feet in height, except six feet (6') tall fences may be used for the purpose of screening stored items of personal property. Generally, no fences will be allowed in front yards, and attractive fences will generally be allowed in the rear yards and other areas located more than fifty (50) feet from any public street. All fences shall be maintained in good repair. No cinder block, woven wire or barbed wire fencing shall be permitted on any Lot. Where fences cross irrigation easements, Lot Owners will be required to construct fences with removable panels or adequate gates in order to provide access for maintenance of the Irrigation Water System within the Subdivision.

**Section 12:** Repairs. Any building or improvement which has been damaged by fire or other casualty causing the same to be unsightly shall be repaired or removed within six (6) months from the date of such casualty. All structures, buildings and improvements erected upon the Lots within the Subdivision shall at all times be kept in good repair and properly maintained.

**Section 13:** Abandoned Vehicles and Parking. No abandoned vehicles shall be permitted on any Lot. A vehicle shall be considered abandoned if it remains not operative for a period of thirty (30) days. In such instance, the Association may send written notice requiring removal of the vehicle within thirty (30) days from the date of mailing of the written notice, and if the owner does not comply within such period of time, the Homeowners Association may have the vehicle towed away at the violator's expense. Vehicles such as recreational vehicles, horse trailers, snowmobiles, etc., shall be kept in an orderly fashion and shall be maintained out of the view of other Lot Owners to the greatest extent possible, such as being stored behind a privacy fence, shrubbery or other landscaping features. Other personal property shall be stored within the dwelling, garage, other accessory building, or screened in such a way as to be out of the view of other Lot Owners.

Only guest parking shall be permitted upon the platted streets and roads of the Subdivision, except for the Park parking area which has been designated for public parking. Owners shall park their vehicles in garages or carports constructed on their Lots as much as possible.

**Section 14:** Waste and Trash Removal. No trash, garbage, waste, junk, or other construction materials shall be permitted to accumulate upon any Lot, except in the properly covered City container which is emptied on a regular basis. Open burning of trash shall not be permitted. This Covenant shall not be construed to prohibit barbeque pits, fireplaces or open cooking on Lots.

**Section 15:** Weed Control. Weeds must be cut, treated, removed or otherwise controlled regularly so as to not permit the unsightly overgrowth of weeds within the Subdivision. If weed control is not exercised by the individual Lot Owner, the Association shall have the right to perform such weed control and bill the individual Lot Owner for the entire expense of such control.

**Section 16:** Irrigation Water. Each Lot Owner designates the Association as their exclusive agent to deliver the irrigation water allocated to their Lot. Piped underground irrigation water shall be provided to each Lot in the Subdivision by the Association. It will be the obligation of the individual Lot Owner to utilize one (1), one and one-half-inch (1½") tap per Lot provided on the irrigation line for their own purposes of running irrigation lines to irrigate their respective, individual Lots. The irrigation system has been designed so that each Lot Owner will be able to sprinkle irrigate their entire Lot by private pump. Only one pump not in excess of one (1) horsepower shall be permitted per Lot. The system has been designed for maximum usage of water and cost efficiency. Any line breakage within the easement shown on the Subdivision shall be repaired at the sole cost and expense of the Lot Owner who causes, permits or suffers the break to occur. Irrigation will be by sprinklers or drip irrigation only. No flood irrigation or other form of irrigation shall be permitted upon any Lot within the Subdivision; provided, however, any land within the Property not included in a final plat of subdivision may be farmed by a commercial farmer who will be engaged in flood irrigation. All such land outside of the finally platted portions shall, therefore, be excepted from the prohibition against flood irrigation.

The irrigation for the Subdivision is subject to supply and quality considerations under the sole control of the Uncompahgre Valley Water Users Association. Individual Lot Owners should anticipate possible interruptions to the supply of water and install appropriate electrical controls to protect irrigation pumps should interruption occur. Declarant recommends that all sprinkling systems be specifically designed for water containing sediments. The irrigation water system shall not be in direct connection with the municipal potable water system except where the design has been approved by the City of Montrose.

It will be the responsibility of the Homeowners Association to occasionally allow accumulated trash and sediments in the irrigation pipes to be deposited into pits or areas provided for such occasional use. The Lot Owners will permit the Association members or employees to enter their property for purposes of cleaning the lines of sediment and trash. It will also be the responsibility of the Association to winterize the underground irrigation lines provided in the easements to each Lot. Such winterization will be accomplished each fall by draining the common lines and air purging if necessary as well as performing any such other maintenance as is reasonably necessary to prevent freezing in the lines. The Association will re-activate the common irrigation system each spring as irrigation water becomes available and the danger of freezing is past.



Each Lot Owner shall be responsible for draining, purging and otherwise maintaining the irrigation system installed by such Lot Owner to irrigate and serve such Owner's Lot.

The Association reserves the right to schedule the use of irrigation water on an odd- or even-numbered day depending on both water use patterns of the Subdivision and on adjoining agricultural land not yet subdivided. In the event that a water usage schedule is deemed necessary by the Association, the Board of Directors shall establish such schedule and give written notice to each Lot Owner of the usage schedule for each individual Lot.

**Section 17:** Off-Road Vehicles Prohibited. Only registered, licensed, street-legal vehicles may be operated within the Subdivision and on the Lots and streets thereof; provided, however, that if adequate arrangements may be made with the City of Montrose and the local golf course, other non-street-legal vehicles may be operated solely for golfing purposes.

**Section 18:** Surface Drainage. Declarant has provided reasonable drainage of surface water and no Lot Owner shall impede the flow of such drainage system on and across their property.

**Section 19:** Mining and Drilling Activities Prohibited. All mining and mineral exploration activities are prohibited within the Property.

**Section 20:** Drainage of Surface Water from Dwelling. Each Lot Owner shall be responsible for proper grading of such Owner's Lot so as to eliminate or minimize basement or crawl space flooding or the accumulation of water or moisture beneath all structures constructed both on their Lot and upon adjoining Lots.

**Section 21:** Landscaping. Within nine (9) months following the issuance of a certificate of occupancy for any residential dwelling on any Lot within the Property, the Owner thereof shall have established a ground cover on the Lot consisting of any one or a combination of Fescue, Rye and Kentucky Blue Grass and shall have planted on the Lot a minimum of three (3) trees each having a minimum trunk diameter of not less than one and one-half inches (1½") measured at one-foot (1') above ground level, two of which shall border the public street. Zeroscaping shall not exceed fifty percent (50%) of the street side portions of the street side landscaped area. Street side trees shall not exceed thirty-five feet (35') maximum height at maturity. In the alternative, the Owner may submit a landscape plan to the Architectural Control Committee to be considered and approved according to Article 4 herein.

**Section 22:** Poles, Wires, Antennae. No poles, wires, antennae, satellite dishes, or facilities for the transmission or reception of electricity, telephone messages, or television or radio signals shall be placed or maintained above the surface of the ground of any of the Properties; provided, however, if at the time of occupancy of any dwelling, connections to underground electricity or telephone lines or television cable are not available, and then only until such underground connections become available, temporary poles and wires for electricity or telephone or temporary antennae for television may be installed to a height no higher than ten feet (10') above the highest point permitted for any building within the subdivision, with the exception of satellite

dishes with no dimension in any direction of greater than twenty inches (20"), which such satellite dishes shall be permitted on a permanent basis.

**Section 23:** Exterior Lighting. Exterior lighting shall be low intensity [not to exceed fifty (50) watts] and incandescent. No high-intensity lighting, such as high-pressure sodium fixtures, mercury gas vapor fixtures or the like shall be allowed. Exterior lighting concepts shall be included in the plans and specifications submitted to the committee and shall be approved by the Committee. No pole- or wall-mounted fixtures shall be located more than ten feet (10') above mean ground level. Motion sensitive lighting shall be adjusted in such a way as to not react to normal traffic flow on any public road.

**Section 24:** Recreational Paths. Recreational paths shall not be blocked, and no fence or other permanent structure shall be constructed within two feet (2') of the concrete walkway (grass may be planted but no shrub nor tree shall extend into the area above the concrete path).

## ARTICLE 5

### Enforcement

**Section 1.** The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and shall be entitled to recover as part of the cost of such action all reasonable attorney's fees and expenses for so doing. Failure by the Association or any Owner to enforce any covenant or restriction herein shall not be deemed a waiver of the right to do so thereafter.

**Section 2:** Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision hereof. All of these provisions shall remain in full force and effect.

**Section 3:** Amendment. This Declaration may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the total votes of the combined Class A and Class B members. After the Class B membership has ceased in accordance with the foregoing provision, any amendment or modification must be in writing and signed by not less than seventy-five percent (75%) of the then Lot Owners. Any amendment must be in writing and recorded in the public records of Montrose County, Colorado, to be effective.

**Section 4:** FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans' Administration in the event any such F.H.A. or V.A. guaranteed loans then cover any Lot in the Subdivision:

Annexation of additional properties beyond the property described on Exhibit A;

Dedication of common area; and



Any amendment of this Declaration of Covenants, Conditions. and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the President of the Association herein, has hereunder set his hand and seal this 13<sup>th</sup> day of May, 2020.

COLUMBINE EAST HOMEOWNERS' ASSOCIATION, INC., a Colorado non-profit corporation

By: Bill Maddox  
BILL MADDOX, President

STATE OF COLORADO )  
 )ss.  
COUNTY OF MONTROSE )

The foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Columbine East Subdivision was acknowledged before me this 13<sup>th</sup> day of May, 2020, by Bill Maddox as President of Columbine East Homeowners' Association, Inc., a Colorado non-profit corporation.

Jennifer Moews, Notary Public  
My Commission Expires: 11-17-2022



EXHIBIT A

A TRACT OF LAND IN THE E1/2 SE1/4, SECTION 26, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT A POINT 130.7 FEET WEST OF THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 1,541.0 FEET TO THE CENTERLINE OF THE (FORMER) DENVER & RIO GRANDE RAILROAD TRACK; THENCE SOUTHWESTERLY ALONG THE CENTER OF SAID TRACT 1,358.0 FEET TO THE WEST BOUNDARY OF SAID E1/2 SE1/4, SECTION 26; THENCE NORTH ALONG SAID BOUNDARY LINE 2,230.0 FEET TO THE NORTH BOUNDARY OF SAID E1/2 SE1/4, SECTION 26; THENCE EAST ALONG SAID NORTH BOUNDARY 1,170.0 FEET TO THE POINT OF BEGINNING

EXCEPT A TRACT OF LAND LOCATED IN THE NE1/4 SE1/4 OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NE1/4 SE1/4 DISTANT THEREON SOUTH 90°00'00" WEST, 1,217.62 FEET FROM THE NORTHEAST CORNER OF SAID SE1/4 OF SECTION 26; THENCE SOUTH 00°12'00" EAST, 199.20 FEET; THENCE SOUTH 89°43'00" WEST, 80.32 FEET; THENCE NORTH 00°16'00" WEST, 199.60 FEET; THENCE NORTH 90°00'00" EAST, 80.55 FEET TO THE POINT OF BEGINNING

ALSO EXCEPT DOIG ADDITION AS SHOWN ON PLAT RECORDED FEBRUARY 8, 1989 IN PLAT BOOK 12 AT PAGE 825

ALSO EXCEPTING COLUMBINE ESTATES SUBDIVISION NO. 3 AS SHOWN ON PLAT RECORDED JULY 30, 1993 IN PLAT BOOK 12 AT PAGE 1174, COUNTY OF MONTROSE, STATE OF COLORADO.