

CANTERBURY SUBDIVISION
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

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CANTERBURY SUBDIVISION

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made of the date hereinafter set forth by Canterbury Homeowners Association Board of Directors and Richmond Homes, Inc. (only for the vacant lot: The Meadows Block 42, Filing 4 Amendment 1, 10764 W. Quarles Ave.) hereinafter referred to as "Declarants";

WITNESSETH:

WHEREAS, Declarants are the representative of all owners of certain property in the County of Jefferson, State of Colorado which is legally described as follows (hereinafter sometimes referred to as "Canterbury"):

Meadows, Filing No. 1 and Meadows, Filing No. 1, Amendment No. 2, subdivision: All lots in accordance with the recorded plat of Meadows, Filing No. 1 and Meadows Filing No. 1, Amendment No. 2, County of Jefferson, State of Colorado which are north of West Meadows Drive.

Meadows Subdivision, Filing No. 4, Amendment No. 1. All lots in accordance with the recorded plat of Meadows Subdivision, Filing No. 4, Amendment No. 1.

Meadows Filing No. 6. All lots in accordance with the recorded plat of Meadows Filing No. 6.

NOW THEREFORE, Declarants hereby declare that all of the real property described above, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title or interest in said

real property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Committee" shall mean and refer to the Canterbury Homeowners Association Architectural Control Committee.

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 properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described and referred to as Canterbury.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties, excluding roads, streets, etc. or a property survey furnished to the Owner at the time of closing.

Section 5. "Declarants" shall mean and refer to Canterbury Homeowners Association Board of Directors and Richmond Homes, Inc (only for the vacant lot as described above).

ARTICLE II ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee: There is hereby created the Canterbury Architectural Control Committee hereinafter referred to as "Committee", for the purpose of maintaining, within Canterbury a style and nature of building design, which is homogeneous to the area's physical setting.

Membership: The Committee is composed of homeowners designated by the Declarants. Said members serve on the Architectural Control Committee solely in their capacity as designated representatives of the Canterbury Board of Directors.

The Committee shall adopt reasonable rules and regulations, fix the time and place of its regular meetings, appoint a chairman and secretary and keep minutes of the meeting which shall be open for inspection by any Owner, upon approval of a member of the Committee.

All decisions of the Committee shall be by majority vote, provided that 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 Canterbury Homeowners Association Board of Directors shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded Owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee, to increase or decrease its number or to withdraw any members from the Committee.

Committee shall act upon and approve or disapprove any and all matters submitted to it pursuant to any of the provisions of this Declaration and shall have all duties and powers as are hereinafter provided and set forth. The Architectural Control Committee or any member thereof shall not be liable, in any manner, for any action or failure of action taken in these premises.

It shall remain the prerogative and in the jurisdiction of the Committee to review applications and grant approval for exceptions to this Declaration. Variations and deviations from these requirements and restrictions may be made only when such exceptions, variations and deviations do not in any way detract from appearance and aesthetic qualities of the properties, and are not in any way detrimental to the property values of individuals located in the vicinity or in any way detrimental to the general public health, safety or welfare.

Section 2. Control. No building or other structure shall be erected or alterations made on any building until the construction plans and specifications regarding quality of workmanship, type of materials, and harmony of external design shall have been approved by the Committee, then by Jefferson County through issuance of a building permit. Also a site plan shall be submitted to the Committee for their approval showing the location of said proposed structure with respect to topography, finish grade elevations and any existing structures on or adjacent to said building site. Each Owner shall provide at his or her cost, one complete set of house plans, specifications, site and grading plans to the Committee at least thirty (30) days prior to the date actual construction is scheduled to commence on his or her residence to allow adequate review/processing time for both the Committee and Jefferson County Building Department.

Should the Committee fail to approve or disapprove the plans and specifications submitted to it by the Owner of a lot in the properties within thirty (30) days after written request thereof, then such approval shall not be required, provided, however, that

no building or other structure shall be erected or be allowed to remain on any lot which violates any of the covenants or restrictions contained herein. The issuance of a building permit or license, which may be in contravention of these protective covenants, shall not prevent the Committee from enforcing these provisions.

All plans must be submitted to Canterbury Architectural Control Committee, P.O. Box 621382, Littleton, CO 80162.

The Committee's approval of a building, or other structure does not prevent the Owner from being responsible for obtaining a building permit from Jefferson County.

ARTICLE III USE RESTRICTIONS

Section 1. Residential Use. No lot or lots embraced in the properties shall be used for other than single family residential purposes. There shall not exist on any lot as shown on the plat recorded at the Jefferson County Clerk and Recorder's Office at any time more than one dwelling. All buildings or structures erected upon said property shall be of new construction. No garage, carport, or porch shall be constructed except as an integral part of the residence it is intended to serve.

Section 2. Building Standards. All structures shall conform with the current edition of the Uniform Building Code published by the international Conference of Building Officials as a guide for sound construction; furthermore, all buildings shall conform to current editions of the National Electric and National Plumbing Codes, as well as all additional applicable codes and ordinances as enforced by Jefferson County and the State of Colorado.

Section 3. Building Height. Maximum building height requirements shall not exceed 35'. The designated maximum building height shall be considered as the vertical distance from the average finished ground level of the building site to the highest point of the structure directly above said ground level. The designated maximum building height requirements may be waived by the Committee when in their opinion, such structures relate to sound architectural planning and land use, and conform to the overall design and pattern of the development and approved by Jefferson County.

Section 4. Dwelling Quality and Size. All dwellings shall be of a quality of workmanship and material substantially the same or better than that of the surrounding area which can be produced on the date these covenants are recorded.

The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,500 square feet for a one story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.

Section 5. Architectural Requirement. Declarants acknowledge that certain architectural controls and practices may be desirable in constructing residences upon the Property in order to maintain and enhance the value and desirability of the residences that have previously been constructed within the subdivision in which the Property is located (the "Existing Residences"). Declarants hereby agree that any new residences must be compatible in style workmanship and appearance with the Existing Residences. In furtherance of and/or in addition to the foregoing, Declarants agree that all of the new residences hereafter constructed shall comply with the minimum standards set forth herein.

Section 6. Time for Construction. At the time plans and specifications receive approval from the Committee, the prospective builder shall proceed diligently with construction of said building, and the same shall be ready for occupancy within a maximum period of one (1) year's time from the date of commencement, excepting, however, that this period may be extended by written instrument as may be deemed reasonable by the Committee if said extension is made necessary by reason of inclement weather, inability to obtain materials, strikes, act of God, etc.

Section 7. Occupancy of Structure. No structure shall be occupied or used for the purpose for which it was designed or built until the same shall be approved and/or inspected by the County Building Inspector or such other official designated by Jefferson County. No structure erected upon any lot shall be occupied in any manner while in the course of construction nor at any time prior to its being fully completed, as herein required.

Section 8. Building Exterior. The exterior portions of all buildings shall have manufactured finished surface materials, natural stone, brick, or shall be painted or stained upon completion so that all exposed surfaces shall have a finished appearance. The exterior of a majority of the first floor of the front of all buildings constructed on the Property, exclusive of windows and doors, shall have a brick facade.

Section 9. Air Conditioning Units, Television, Satellite or Communications Antennas. No air conditioning unit, evaporative cooler, radio, television or satellite antennae or other object shall be placed upon the roof, fireplace chimney, or protrude from the ground higher than 6' of any residence or building, except or unless such air conditioning unit or object is architecturally

concealed from view and plans for concealment have been submitted to and approved by the Architectural Control Committee.

Section 10. Parking and Storage. At least two off-street parking spaces shall be required for each residence. No inoperable or unlicensed vehicle shall remain parked in front of any residence for longer than three (3) consecutive days. Vehicles to be parked for longer than three (3) consecutive days shall be stored as provided below:

A. Boats, Trailers, Campers, and Recreation Vehicle Storage. Boats, campers, trailers, mobile homes, recreational vehicles, snowmobiles, junk vehicles, or other similar types of vehicles shall only be permitted to be stored within completely enclosed structures or within areas specifically designed for such storage provided such areas are behind building setback lines. This provision is required by the Jefferson County Official Development Plan (ODP). It applies to all defined vehicles whether operational or not.

B. Automobiles, Trucks and Other Vehicles not covered by Section 10 A above. All such vehicles to be stored for longer than three (3) consecutive days will be concealed within an enclosed garage or in the rear of the residence which is concealed from view by a six ft. high privacy fence surrounding the rear yard area. All operational and licensed vehicles may remain parked in front of residences; however, owners are encouraged to park such vehicles in off-street parking spaces when not in use.

Section 11. Clearing of Trees and Grading. All the trees cleared will be disposed of in such a way that all lots, whether vacant or occupied by a residence, shall be kept free of accumulations of brush, trash or other materials which may constitute a fire hazard or render a lot unsightly, provided, however, that this shall not operate or restrict Owners from storing fireplace wood in neat stacks on their lots.

Under no circumstances shall the Owner of any lot or parcel of land disturb the natural soil or grasses unless the Owner immediately thereafter constructs upon, paves, gravels or replants such area with ground cover. The ground may be cultivated for gardening, provided, however, that no garden is maintained for commercial purposes.

Section 12. UNNATURAL DRAINAGE. UNDER NO CIRCUMSTANCES SHALL ANY OWNER OF ANY LOT OR LAND PARCEL BE PERMITTED TO DELIBERATELY ALTER THE TOPOGRAPHIC CONDITIONS OF HIS OR HER LOT OR LAND PARCEL IN ANY WAY THAT WOULD PERMIT UNUSUAL ADDITIONAL QUANTITIES OF WATER FROM ANY SOURCE, OTHER THAN WHAT NATURE ORIGINALLY INTENDS TO FLOW, FROM

HIS OR HER PROPERTY ONTO ANY OTHER PROPERTY OR PUBLIC RIGHT-OF-WAY. THE ELEVATION OF A LOT SHALL NOT BE CHANGED SO AS TO MATERIALLY AFFECT THE SURFACE ELEVATION OR GRADE OF THE SURROUNDING LOTS. NO ROCK, GRAVEL OR CLAY SHALL BE EXCAVATED OR REMOVED FROM ANY PROPERTY FOR COMMERCIAL PURPOSES.

Section 13. Temporary Residence. No structure of temporary character, no trailer, converted trailer, mobile homes, basement, tent or accessory building shall be used on any lot as a residence, temporarily or permanently, and no used structure of any sort shall be moved onto any lot.

Section 14. Sight Distance at Intersections. No fence, wall, hedge or other structure or other obstruction above a height of forty two (42) inches shall be erected, placed or maintained within fifty five (55) feet of the intersection of the right-of-way lines of two (2) streets. No type of tree, planting, sign, fence, or portion thereof or any type of obstacle shall be planted, placed or retained in such a manner which would obstruct the vision clearance at corners or curb cuts or cause a traffic hazard.

Section 15. Nuisance. Nothing shall be done or permitted on the properties which may be or become an annoyance or nuisance to the subdivision development. No noxious or offensive activities or commercial business or trade shall be carried on or upon any lot. No lot shall be used in whole or in part for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material emit foul or obnoxious odors, or that which will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

Section 16. Garbage and Refuse Disposal. No lot, out-lot or vacant parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 17. Walls and Fences. No boundary wall or fence shall be constructed with a height of more than six (6) feet and no boundary line hedge or shrubbery shall be permitted with a height of more than six (6) feet unless approved by the appropriate County building authority. The heights or elevations of any wall or fence shall be measured from the existing elevations of the property at or along the applicable points or lines. A building permit will be required from the County. Fences within the front yard setback shall be of wood or masonry construction compatible with the architectural character of the principal structure and shall be set back no less than five feet (5') from the street right-of-way.

Section 18. Tanks, Etc. No elevated tanks of any kind shall be erected placed or permitted on any part of such premises, provided, that nothing hereto shall prevent the permitting of the placing of tanks and other water system apparatus on the properties. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view of neighboring lots, roads or streets. All garbage cans, equipment, coolers or storage piles shall be walled in to conceal them from the view of neighboring lots, roads or streets. Plans for all enclosures of this nature must be approved by the Architectural Control Committee prior to construction.

Section 19. Signs. No sign of any character shall be displayed or placed upon any of the lots except one professional sign of not more than four square feet in area per side advertising the property for sale, house numbers, occupant's name or signs used by a builder to advertise the property during any construction and sales period.

Section 20. Subdivision of Lots. None of the lots shall at any time be divided, subdivided, or re-subdivided unless said division is permitted under the regulations, codes and ordinances of Jefferson County, State of Colorado. In the event of said division, all property thereunder shall be subject to all other provisions hereof.

Section 21. Mining. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, placed or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted therefrom.

Section 22. Kennels. Private kennel is allowed for not more than three (3) dogs, cats or other pets, but not including horses, cows, sheep, goats, or other such animals and not including chickens, ducks, geese or other fowl.

Section 23. Setbacks. No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat and as provided by law. In any event, no building shall be located on any building site nearer than that which is permitted by law.

For purposes of this covenant, eaves, steps, open porches and fireplaces or fireplace chimneys shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of the building site to encroach upon another building site as platted in the subdivision.

Any variance to the regulations of the Jefferson County or waiver granted by the Jefferson County shall likewise be considered a variance to these covenants.

ARTICLE IV EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Canterbury. 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 or drainage channels in the easement or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas 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.

ARTICLE V LANDSCAPING

The Owner shall be responsible for the installation and maintenance of landscape material which includes sod, seeding, plants, rock, etc., in the front, side, and rear yard within one year from the date of closing of the Property. The Owner is responsible for obtaining the necessary permits from Jefferson County and must comply with all ordinances enforced by Jefferson County.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Committee, or any Owner shall have the right to end by a proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the Committee or by any Owner to enforce any covenant or restriction here contained shall in no event be deemed a waiver of the right to do so thereafter.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision thereof, if the violator is the losing party, said violator shall pay the reasonable attorney fees for the prevailing party or parties in the amount as may be fixed by the court in such proceedings. Such payment shall be over and above the costs

relating to the removal or remedying of such violation. All remedies provided herein at law or in equity shall be cumulative and not exclusive.

Section 2. Run With Land. All covenants, conditions and restrictions herein contained shall run with the Property and be binding on all parties having any right, title or interest in said Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof. This Declaration shall be recorded against the Property.

Section 3. Violations Which Constitute a Nuisance. Every violation of this Declaration or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an owner, tenant or occupant of a lot shall be applicable against every such violation and may be exercised by the Declarants, the Committee or any Owner.

Section 4. Validity-Severability. If any of the covenants, easements, reservations or other provisions of this Declaration are invalidated by any law, rule, regulations, judgment, court order, or otherwise, it shall in no way affect any of the other covenants, reservations, easements or provisions which shall remain in full force and effect.

Section 5. Term and Amendment. The covenants, conditions, restrictions and reservations herein set forth shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Committee, the Declarants or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 10 years from the date hereof, and shall thereafter be renewed automatically from year to year unless and until terminated or modified as hereinafter provided.

This Declaration or any provision hereof, or any covenant, condition, restriction or reservation contained herein may be terminated, extended, modified or amended as to the whole of said Properties or any portion thereof with the written consent of the owners of 51% of the Properties subject to these restrictions. Such termination, extension, modification or amendment shall be immediately effective upon recorded a proper instrument in writing executed and acknowledged by such Owners and by the Declarants in the office of the Clerk and Recorder of Jefferson County, Colorado.

Section 6. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions

hereof apply either to corporations or individuals, men or women, shall in all cases be assumed though in each case fully expressed.

ARTICLE VII STREET LIGHTING

That all lots shall be 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. Any and all owners shall pay as billed a portion of the cost of public street lighting in the subdivision in accordance with the rates, rules and regulations now in effect and as hereafter amended by Public Service Company, the same to be filed with and approved by the Public Utilities Commission of the State of Colorado.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this Declaration this xxth day of xxxxx, 1996.

CANTERBURY HOMEOWNERS ASSOCIATION
Board of Directors

Dave Larson, President

The above and foregoing instrument was acknowledged before me this _____ day of _____, 1996, by Dave Larson, President for and on behalf of the Canterbury HomeOwners Association Board of Directors.

My commission expires:

Notary Public

APPROVAL OF
AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for the Meadows Subdivision, Filing 1 was recorded at reception numbers 79027939 and 80083173; Filing 4 was recorded at reception number 81018458 and 90027012; Filing 6 was recorded at reception number 84080883 of the Jefferson County records; and

WHEREAS the Declaration may be amended with written consent of a majority of the owners (80% if Filing 6); and

WHEREAS the undersigned constitute a majority of the owners (80% if Filing 6) and desire to amend the Declaration.

NOW THEREFORE, the Declaration is hereby amended as previously set forth, and all of the real property shall be held, sold, and conveyed subject to this Amendment.

IN WITNESS WHEREOF, the undersigned Owners have executed this Amendment on the date set forth with their signatures.

Date:

Owner

Owner

Filing

Property address: