

SECOND AMENDMENT  
TO USE AND BUILDING RESTRICTIONS OF  
COLUMBINE HEIGHTS, FIRST FILING  
ARAPAHOE COUNTY, COLORADO

WHEREAS, certain covenants were recorded in the Clerk and Recorder's office of Arapahoe County, Colorado on May 8, 1957 at Book 1014, Page 339, entitled "Use and Building Restrictions of Columbine Heights, First Filing, Littleton, Colorado", and

WHEREAS, an amendment to said covenants was recorded in the Clerk and Recorder's office of Arapahoe County, Colorado in April 1960 at Book 1183, Page 576, entitled "Amendment to Use and Building Restriction of a Part of Columbine Heights, First Filing, Arapahoe County, Colorado", and

WHEREAS, it is the desire of a majority of the current record owners of Lots within Columbine Heights, First Filing, Arapahoe County, Colorado to further amend said covenants, as documented by their signatures below and as permitted by Paragraph 6 of said covenants, and

WHEREAS, this Second Amendment shall only be effective upon the approval of a majority of the current record owners of Lots within Columbine Heights, Second Filing, Arapahoe County, Colorado of nearly identical amendments to the covenants encumbering the Second Filing, and

WHEREAS, by the signature of the President below, the President confirms the approval of a majority of the current record owners of Lots within Columbine Heights, Second Filing, Arapahoe County, Colorado of nearly identical amendments to the covenants encumbering the Second Filing;

NOW, THEREFORE, said covenants are hereby amended as follows:

1. Paragraph 2(b) of said covenants currently states as follows:

"No structures shall be erected, altered, placed on any residential building plot other than one detached single family dwelling to be used solely and exclusively for residential purposes, and restricted to the use of not more than one family except servants of the household." [sic]

Paragraph 2(b) shall be replaced in its entirety by the following:

“No structures shall be erected, altered, or placed on any residential building plot other than one detached single family dwelling and one detached Accessory Building to be used solely and exclusively for residential purposes, and restricted to the use of not more than one family except servants of the household. The detached Accessory Building shall not be larger than 12’x16’ and no higher than 12’ in height, except in exceptional circumstances in which the owner can establish a practical difficulty with compliance with these standards and special circumstances unique to his Lot not present with other similarly situated Lots, which shall be proven to the satisfaction of at least 75% of the Architectural Control Committee members. Accessory Building materials shall match the existing house unless otherwise approved by the Architectural Control Committee. No Accessory Building shall be erected until approved in writing by the Architectural Control Committee.”

2. Paragraph 3(d) of said covenants currently states as follows:

“No garage doors shall face the street, unless prior approval of building plans is obtained under Paragraph 4 hereafter.”

Paragraph 3(d) shall be replaced in its entirety by the following:

“Only attached private garages for not more than four (4) cars shall be permitted. Further, no garage doors shall face the street unless prior approval of building plans is obtained from the Architectural Control Committee.”

3. Paragraph 4 of said covenants currently states as follows:

“No building, fence, wall or other structure shall be commenced, erected or maintained, until the plans and specifications (styles for subdivision to be Colonial, Early American or Ranch. Other styles may be approved by presentation of preliminary drawings to the Architectural Control Committee for approval), showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate cost of such structure and the grading of the lot to be built upon shall have been submitted to and approved by the Architectural Control Committee, hereinafter described, and a copy thereof, as finally approved, lodged permanently with said Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, to the side upon which it is proposed to erect the same, the harmony thereof with the surroundings and the affect of the building or other structure as planned, on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior approval of the Architectural Control Committee.”

Paragraph 4 of said covenants shall be supplemented with additional language immediately after the above existing language, so that Paragraph 4 of said covenants shall be replaced in its entirety by the following:

“No building, fence, wall or other structure shall be commenced, erected or maintained, until the plans and specifications (styles for subdivision to be Colonial, Early American or Ranch. Other styles may be approved by presentation of preliminary drawings to the Architectural Control Committee for approval), showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate cost of such structure and the grading of the lot to be built upon shall have been submitted to and approved by the Architectural Control Committee, hereinafter described, and a copy thereof, as finally approved, lodged permanently with said Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, to the side upon which it is proposed to erect the same, the harmony thereof with the surroundings and the affect of the building or other structure as planned, on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior approval of the Architectural Control Committee.

No fences or walls shall be erected without the approval of the Architectural Control Committee. No fence, wall or hedge or other dense vegetation which is erected, constructed, or planted for the purpose of demarcating Lot lines, dividing, screening, or enclosing any Lots (or regardless of purpose which shall have that effect), shall be constructed, erected or planted forward of the front elevation of the residence, nor shall any such fence, wall or hedge or vegetation be higher than six (6) feet in height, except in exceptional circumstances in which the owner can establish a practical difficulty with compliance with these standards and special circumstances unique to his Lot not present with other similarly situated Lots, which shall be proven to the satisfaction of at least 75% of the Architectural Control Committee members.”

Except as specifically amended herein, all other restrictions, covenants, and conditions shall remain in full effect.

IN WITNESS WHEREOF, Columbine Heights Owners' Association, by and through its President, causes the above Second Amendment to be recorded in the Clerk & Recorder's office of Arapahoe County, Colorado, having obtained the necessary signatures of a majority of the then record owners of Lots within Columbine Heights, First Filing, as evidenced below, and having confirmed the approval by a majority of the current record owners of Lots within Columbine Heights, Second Filing, Arapahoe County, Colorado of nearly identical amendments to the covenants encumbering the Second Filing.

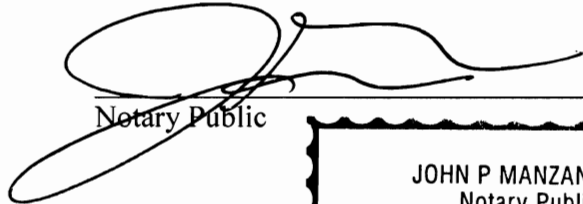
Columbine Heights Owners' Association, Inc.

by Sandra Burke  
President

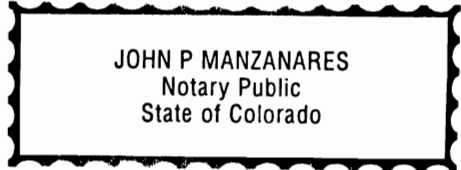
STATE OF COLORADO )  
 ) ss.  
County of Jefferson )

Subscribed, sworn to and acknowledged before me this 3<sup>rd</sup> day of  
January ~~2013~~ 2012 by Sandra Burke, President of Columbine  
Heights Owners' Association, Inc.

WITNESS my hand and official seal.

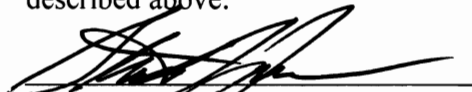
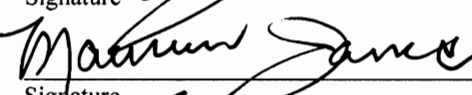
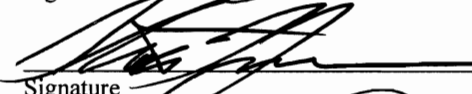
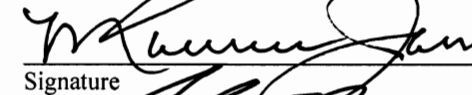

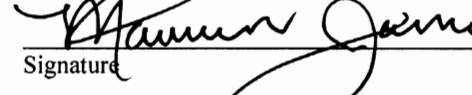
  
Notary Public

My commission expires: 9/30/2014



CONSENT OF OWNERS

By my signature below I acknowledge and affirm that I am a current, record owner of the listed Lot within Columbine Heights, First Filing, and I consent to the Second Amendment to Use and Building Restrictions of Columbine Heights, First Filing, Arapahoe County, Colorado described above.

<u></u> Signature	<u>9-24-12</u> Date	<u>12 MEADOWLARK LANE</u> <u>LITTLETON, CO 80123</u> Property address
<u></u> Signature	<u>9-24-12</u> Date	<u>12 MEADOWLARK LANE</u> <u>LITTLETON, CO 80123</u> Property address
<u></u> Signature	<u>9-24-12</u> Date	<u>9 McCLEAN DR</u> <u>LITTLETON, CO 80123</u> Property address
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<u></u> Signature	<u>9-24-12</u> Date	<u>11 McCLEAN DR</u> <u>LITTLETON, CO 80123</u> Property address
<u></u> Signature	<u>9-24-12</u> Date	<u>11 McCLEAN DR</u> <u>LITTLETON, CO 80123</u> Property address
_____ Signature	_____ Date	_____ Property address

1st Filing

Mary Ellen Chase  
Signature

7/20/2012  
Date

5 Maclean Dr  
Property address

J. M. Chon  
Signature

7/20/2012  
Date

5 Maclean Dr.  
Property address

R. Griffin  
Signature

8/2/12  
Date

7 MACLEAN DR.  
Property address

Dylan G. Dwyer  
Signature

8/2/12  
Date

7 Maclean Dr.  
Property address

Joseph A. ...  
Signature

9/25/12  
Date

9 meadowlark lane  
Property address

Betty Stangel  
Signature

9/25/12  
Date

9 Meadowlark Ln  
Property address

Herman Atterney  
Signature

9/29/12  
Date

1 Meadowlark Lane  
Property address Littleton, CO 80123

W. A. Gray  
Signature

10/29/12  
Date

14 Meadowlark Lane  
Property address Littleton, CO 80123

Charles W. Gray  
Signature

10/29/12  
Date

14 Meadowlark lane  
Property address Littleton, CO 80123

Mari Beth Tumb  
Signature

11-17-12  
Date

10 Maclean Drive  
Property address

Donald A. ...  
Signature

11-17-12  
Date

8 Maclean Drive  
Property address

Kari ...  
Signature

11-17-12  
Date

8 Maclean Dr.  
Property address

Signature

Date

Property address

Signature

Date

Property address

Signature

Date

Property address

Signature

Date

Property address