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RECORDED IN COUNTY OF JEFFERSON STATE OF COLORADO 9/27/93 11:45

70.00

1993 Amendments to the 1988 Covenants for The Trails

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Introduction

Reference

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE TRAILS, JEFFERSON COUNTY, COLORADO.

Dated 6/9/88.

Recorded in County of Jefferson, State of Colorado, Reception No. 88058147,
06/15/88 14:05 81.00

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How to Read This Document

Text that is to be deleted looks like this: ~~Obsolete text.~~

New text being inserted into the Covenants looks like this: *This is some new text.*

General comments that are not a part of the Covenants look like this: *(These are usually just comments to help you out.)*

History of This Amendment Document

January 16, 1993. The initial version of this document was presented by Robert Banarer to the 1993 Annual Meeting of the Trails Homeowners' Association. After debating the issues, the Meeting appointed Robert Banarer and Richard Johnson to make recommended changes and obtain the necessary signatures for ratification.

January 18, 1993. The following changes were made by Robert and Richard:

- The proposed change to Article III that would have limited votes to ten when multiple lots are owned by the same member or members was deleted. Ralph Jacobson notified Robert Banarer on January 18 that this one provision was unacceptable.
- The amendments to Article VII, Paragraph 5 were rewritten. The recommendation of the Annual Meeting to eliminate reference to brick and shake was carried out. In addition, other parts of the Paragraph were amended or deleted to remove unwarranted restrictions on existing homes.

January 30, 1993. The following change was approved on this day by a general meeting of the Trails Homeowners Association:

- The amendment to Article VII, Paragraph 5 regarding landscaping was changed from "The Homeowner shall have eighteen (18) months from occupancy to initiate landscaping." to "The Homeowner shall have one (1) year from occupancy to install basic landscaping and three (3) years from occupancy to install enhanced landscaping."

May 6, 1993. Added Section 3A on "Variances" to Article VI as requested by the Board of Directors at their April 1, 1993, Board meeting. This new section appears as Paragraph 4.3 in this document.

ARTICLE IV, Covenant for Maintenance Assessments

ARTICLE IV

Covenant for Maintenance Assessments

Deleting SECTION 11 (Amendments)

(The following section will be deleted if the amendment to Article VI, Section 3, later in this document is agreed to. The changes to Article VI, Section 3, eliminate virtually all differences between the two sections making this section unnecessary.)

SECTION 11. Amendments: Amendments to this Article IV (but not including amendments to Section or other Articles which are referred to in this Article or which relate to this Article) shall not be effective unless at least seventy-five (75%) of the Owners have given their prior written approval.

ARTICLE V, Architectural Control Committee

ARTICLE V

Architectural Control Committee

Updating SECTION 1 (Architectural Control Committee)

(The following section, as written, has become out-of-date. The role of Architectural Control Committee has been performed directly by the Trails Board of Directors for some time now. This means that the Committee carries as many as seven members and that its membership is controlled by the Board, not the Declarant, Carnation Homes.)

SECTION 1. Architectural Control Committee. The Architectural Control Committee shall be composed originally of at least four (4) but no more than seven (7) members, selected by Declarant the Association's Board of Directors (the Board). Initially, the four(4) members shall be Ralph H. Jacobson; Wilma M. Jacobson; Susan Schwarz; and Phillip George. Committee members must be members of the Association.

Such members may be removed at any time by Declarant the Board and in the event of such removal, or the death, incapacity or resignation of any one of such four(4) members, the Declarant Board shall have full authority to designate a successor who, in like manner, may be removed at any time by Declarant the Board.

Declarant The Board may designate a person to serve on the Committee during the absence of any one of such four (4) its members. The members, the appointment of successor members, and designation of such temporary members of the Committee, shall be made by Declarant the Board, by the execution, acknowledgment and recording of an appropriate instrument in writing for such purpose.

A quorum at any meeting of the Committee shall consist of any three more than half its members thereof and any decision shall be reached by the affirmative vote of the majority of such Committee members. When all of the Lots within the property shall have been sold by Declarant; then the Owners of a majority of the Lots shall have the power, through a duly recorded instrument, to change the membership of the Committee. The membership of the Committee shall contain at least one Owner from and after the time that fifty (50%) of all Lots have been sold; and at least two Owners shall serve on the Committee from and after the time that seventy-five (75%) of all the Lots have been sold. 4

Redefining SECTION 2 (Review by Committee)

(The following section makes sense for new home construction but its provisions have seemed too harsh for existing homes. The revisions below are to minimize the need for existing homeowners to come before the Committee for approvals. They also reflect similar changes proposed later in this document to Article VII.)

SECTION 2. Review by Committee. No structure, whether residence, accessory building, tennis court, swimming pool, antennae, flag poles, fences, walls, house numbers, mail boxes, exterior lighting, or other improvements, shall be constructed or maintained upon any of the *previously undeveloped* lots and Common Areas and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed upon those same lots and Common Areas unless complete plans, specifications, and lot plans therefor, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with the Architectural Control Committee.

These same requirements shall also apply to changes and maintenance on developed Lots or Common Areas when approval by the Committee is called for under Article VII of these Covenants.

ARTICLE VI, General Provisions

ARTICLE VI

General Provisions

Restricting SECTION 1 (Enforcement)

(Some new words are added to the sentence on "Failure ... to enforce...." This is an attempt to clarify that a failure to enforce our rights does not remove our rights if we are acting in good faith.)

SECTION 1. Enforcement. The Association or any Owner shall have the right to enforce the conditions, covenants and restrictions contained herein by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained, unless the result of willful misconduct or prolonged negligence, shall in no event be deemed a waiver of their right to do so thereafter. 5

Deleting Architectural Control Committee from SECTION 3 (Amendment)

(There are two changes to this section. First, the ability to amend the covenants is moved from the Architectural Control Committee to the homeowners. Second, a "seventy percent (75%)" typo is corrected.)

SECTION 3. Amendment. The right to amend, alter, revoke or modify this Restated Declaration or any provision hereof, or any covenant, condition, or restriction contained herein, is hereby expressly and exclusively granted to the Architectural Control Committee for a period commencing from the date of signing of this Restated Declaration and ending at such time as fifty percent (50%) of the lots have been occupied by a single-family dwelling. Thereafter, The Owners of said lots may change, alter, expunge or amend this Restated Declaration, by executing an instrument indicating any such change, alteration, expungement or amendment signed by at least seventy-five percent (75%) of such Owners. Amendment of this Restated Declaration shall not be effective until the instrument evidencing such change has been duly recorded and unless a written notice of the proposed change has been sent to every member of the Association at least thirty days in advance of any action taken. Such document of change shall be immediately effective upon the recording of the proper instrument, in writing, executed and acknowledged by such Owners, in the office of the Clerk and Recorder of Jefferson County, Colorado.

Adding SECTION 3A Allowing Variances

(A new section is added to the covenants to give the Architectural Control Committee the authority to grant variances. Having this authority will allow the ACC to handle conditions that violate rules in the covenants but could enhance the property's value and benefit the neighborhood as a whole. It also keeps the ACC from having to amend the covenants every time they encounter an unusual or special situation.)

SECTION 3A. Variances. The Architectural Control Committee shall have the authority to grant variances (i.e., waive specific conditions in the covenants) where, in the opinion of the Committee, doing so would increase the value of the property, maintain neighborhood harmony, and uphold the spirit of the covenants.

ARTICLE VII, Conditions, Stipulations, and Protective Covenants

ARTICLE VII

Conditions, Stipulations, and Protective Covenants

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Amendments to Numerical Paragraph 3 Re Home Businesses

(Many members of the Association carry on minor home business activities. Technically, such activity has been illegal under Paragraph 3. The changes below should bring most homeowners into compliance but still allow us to keep out commercial activity that would destroy the residential atmosphere of the Trails.)

3. No commercial trade, business or activity or home occupation as defined in the zoning ordinances of the County of Jefferson, shall be conducted, carried on or practiced on any Lot or in a residence or dwelling constructed thereon unless it would clearly not detract from the residential atmosphere of the property and its surroundings. The Owner of said Lot shall not suffer or permit any residence or dwelling erected thereon to be used or employed for any purpose that will constitute a nuisance in law or that will detract from the residential value of said Lot or other Lots of the Property.

Amendments to Numerical Paragraph 5 Re Construction, Alteration, and Landscaping Requirements

(The original Paragraph 5 was over a page long. The amendments below will simplify this Paragraph. Restrictions on materials, such as shake shingles and 15% brick, are removed. The objective is for the Architectural Control Committee to use Market Value, as defined in Paragraph 7, to decide what architecture and materials are appropriate. References to maintenance and to existing homes and landscaping are removed to avoid conflict with changes to Paragraph 22. Text regarding down spouts and water conservation are removed because they are unnecessary. The time limit on landscaping is reworded to "start the clock" at occupancy instead of purchase and allow more time for all but basic landscaping.)

5. No building, fence, wall or other structure shall be commenced; or erected or maintained until the plans and specifications showing the nature, kind and shape, height, materials, floor plans, exterior color scheme and location of such structure and the grading plan and finished grade elevations submitted to and approved by the Architectural Control Committee hereinafter described and a copy thereof as finally approved lodged permanently with said Committee. All houses built after March 1988 must have a shake shingle roof and at least fifteen percent (15%) brick unless otherwise approved by the Architectural Control Committee. No landscaping on any previous unimproved Lot shall be done until a landscaping plan shall have been submitted to and approved by such Committee. Such Committee shall have the right to refuse or to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in the Committee's opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading and landscaping plans, the Committee 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, the Lot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and topography of the land and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring Lots. The Homeowner shall have one (1) year from purchase occupancy to install the basic landscaping and three (3) years from occupancy to install enhanced landscaping. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme and all subsequent additions to or changes or alterations in any grading or landscaping plans shall be subject to the prior approval of the Architectural Control Committee.

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All down spouts from gutters must have an extension or a splash block at the bottom, carried out from the wall of the residence at least three (3) feet to provide positive drainage away from the building; said extensions or splash blocks are to be installed simultaneously with the downspouts.

Water Conservation: In considering landscaping plans, including types of landscaping plant material, and the arrangements thereof, the Architectural Control Committee shall consider the fact that the conserving of water is a major consideration in the construction of homes on the Lots in this Subdivision; and in the selection of plant material and the arrangement thereof on such Lots. More specifically, the judicious limitation of plant materials as lawn grass, shall be considered by the Committee in approving any such development plans.

Amendments to Numerical Paragraph 7 Re Market Value

(Our old standard for Market Value was unreliable because it relied on the Consumer Price Index. Market Values in Colorado have not followed the CPI for a long time. Therefore, Paragraph 7 is rewritten using a different approach.)

7. No building shall be permitted on any Lot having a market value less than one hundred thousand dollars (\$100,000.00), including the value of both land and improvements, based upon the value level prevailing on the date these Covenants are recorded; it being the intention and purpose of this paragraph 7 to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at the minimum value herein:

The minimum value shall be that amount which bears the same ratio to \$100,000.00 as the latest published Consumer Price Index figure for the month prior to the time that the construction of a dwelling is to be commenced bears to the Consumer Price Index figure of the month these Covenants are recorded. As used herein, the term "Consumer Price Index" means the consumer price index for Urban Wage Earners and Clerical Workers, All Cities, as determined by the United States Department of Labor, Bureau of Labor Statistics, based upon all items for the year 1967 equaling 100; and if there be no such Consumer Price Index for the year that the dwelling is to be constructed, then the successor index or the index most nearly comparable thereto shall be used.

The Architectural Control Committee may deny approval for a home on a previously undeveloped lot if the resulting market value is not comparable to the values of surrounding properties, if the quality of workmanship and materials is not substantially the same or better than that which already exists in the Trails, if the appearance or style of the home would lower the market value of surrounding properties, or if the home itself is not in keeping with the general look and feel of the Trails as a whole.

Amendments to Numerical Paragraph 22 Re Improvements


(One sentence is removed so homeowners won't need to have routine repainting, refinishing, and landscaping approved by the Architectural Control Committee.)

A Lot and all improvements thereon shall be maintained at all times by the Owner in good condition and repair. The Owner shall cause all dwelling and other improvements to be refinished, resurfaced or repaired periodically as effects of damage, deterioration or weather become apparent. Appearance, color, type of painting or stain or other exterior condition shall not be changed without prior approval of the Architectural Control Committee. Any significant changes or alterations to the appearance of a dwelling, its improvements or its landscaping must be approved by Architectural Control Committee. All appropriate repairs and replacements shall be made as often as necessary. Unsightly conditions shall constitute a nuisance. 8

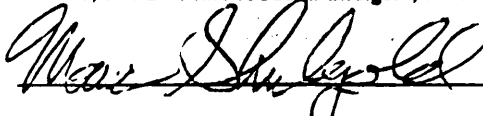
6.0 Signatures of Consent and Approval

The undersigned members of the Trails Homeowners Association, constituting at least seventy-five (75%) of the membership, hereby consent to and approve the "1993 Amendments to the 1988 Covenants for The Trails" (a copy of which is appended hereto). In the event that a vote on the approval of said Amendments is to be taken at any regular or special meeting of the members of the Association, my signature hereon shall constitute my proxy granted to the Board of Directors of the Association to vote for approval thereof.


Block 1, Lot 1 - Chris Minear, 5991 Windy Street

 _____ 5/23/93

Block 1, Lot 2 - Marc & Judith Shulgold, 5971 Windy Street

 _____ 5/23/93

Block 1, Lot 3 - Norman & Tamach Alexander, 5961 Windy Street

 _____ 5-23-93

Block 1, Lot 4 - Fredric & Debra Overholt, 5941 Windy Street

 _____ 5/23/93

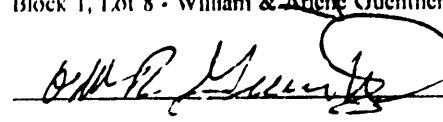
Block 1, Lot 5 - John & Judy Malouff, 5914 Windy Court

Block 1, Lot 6 - Thomas & Patricia Smith, 5924 Windy Court

Block 1, Lot 7 - Neil & Mary Findling, 5934 Windy Court

 _____ 5/23/93

Block 1, Lot 8 - William & Arlene Guenther, 5934 Windy Court

 _____ 5/23/93

Block 1, Lot 9 - Christine Thompson, 5925 Windy Court

Block 1, Lot 10 - Michael & Robyn Halsey, 5915 Windy Court

Block 1, Lot 11 - Robert & Maudy Kehrer, 17921 W. 59th Ave.

Bill & Maudy Kehrer 7/17/93

Block 1, Lot 12 - Tim & Leslie Birney, 17931 W. 59th Ave.

Block 1, Lot 13 - Dave & Katie Anderle, 17941 W. 59th Ave.

Katie Anderle 5/23/93

Block 1, Lot 14 - Larry & Susan Schwarz, 17942 W. 59th Ave.

Susan Schwarz 5/23/93

Block 1, Lot 15 - John & Francine Evers, 17932 W. 59th Ave.

Francine M Evers 7/17/93

Block 1, Lot 16 - Dave & Amy Stahura, 17922 W. 59th Ave.

Dave & Amy Stahura 2/17/93

Block 1, Lot 17 - Paul & Michele Worcham, 17912 W. 59th Ave.

Michele M. Worcham 5/23/93

Block 1, Lot 18 - Robert & Barbara Kubas, 17900 W. 59th Ave.

Robert & Barbara Kubas 5/23/93

Block 1, Lot 19 - George & Patricia Hoff, 17892 W. 59th Ave.

George Hoff 5/12/93

Block 1, Lot 20 - Larry & Diana Cato, 17872 W. 59th Ave.

Larry Cato 7-21-93

Issue: Water Conservation

7-24-93
Signature
Reference
LPS

Block 1, Lot 21 - Terry Hoff, 17852 W. 59th Ave.

~~Terry Hoff 5/31/93~~

Block 1, Lot 22 - Kenneth & Julianne Parrott, 17812 W. 59th Ave.

Ken Parrott 5-31-92

Brett Pollock
Jan McKaig

Block 2, Lot 1 - ~~Diane Heimbecher, 5960 Wandy Street~~ 17795 W 59th Dr

Brett J. Pollock 7-15-93

Block 2, Lot 2 - Heimbecher, 17785 W. 59th Dr.

Block 2, Lot 3 - Anthony Marino, Jr., 17776 W. 59th Dr.

Anthony N. Marino July 24-93

Block 2, Lot 4 - Marino, 17786 W. 59th Dr.

Anthony N. Marino July 24-93

Block 2, Lot 5 - Phillip & Virginia George, 17796 W. 59th Dr.

Block 2, Lot 6 - Frank & Mary Oakes, 5960 Wandy Street

(all over)

F. G. Baker 5-23-93

Block 2, Lot 7 - Ruth Conley, 17787 W. 59th Pl.

Ruth Conley 7/12/93

Block 2, Lot 8 - Dept. of Institutions, 17767 W. 59th Pl.

Rebecca B. Miller 11/2/93

Block 2, Lot 9 - Dept. of Institutions, 17757 W. 59th Pl.

Rebecca B. Miller 11/2/93

Block 2, Lot 10 - Dan & Carol Blake, 17748 W. 59th Pl.

Dan & Carol Blake 5/23/93

Block 2, Lot 11 - Grant & Janet Bryson, 17758 W. 59th Pl.

Grant Bryson 5/23/93

Block 2, Lot 12 - Robert & Gail Banarer, 17768 W. 59th Pl.

Robert Banarer 5/23/93

Block 2, Lot 13 - Kelly & Carol ^{Kesler} Goeroff, 17778 W. 59th Pl.

Heidi Kesler 6/3/93

Block 2, Lot 14 - Craig & Gail Blincow, 17788 W. 59th Pl.

Craig & Gail Blincow 5/23/93

Block 2, Lot 15 - Ruth Zeiler & Richard Johnson, 5940 Windy Street

Ruth Zeiler 5/23/93

Block 2, Lot 16 - Terry & Martha Hackbart, 5890 Windy Street

Terry Hackbart 5-31/93

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Block 4, Lot 3 - 5961 Virgil Court
Carnation Homes, Inc.
by Ralph H. Jacobson, President
Ralph H. Jacobson - Pres. 7/28/93

Block 4, Lot 4 - 17537 W. 59th Pl.

Block 4, Lot 5 - 17528 W. 59th Pl. Mike & Shelley Metz

Shelley Metz 7-12-93

Block 4, Lot 6 - 17538 W. 59th Pl. 7/28/93
Carnation Homes, Inc.
by Ralph H. Jacobson, President

Ralph H. Jacobson - Pres.
Block 4, Lot 7 - 17548 W. 59th Pl.

Block 4, Lot 8 - 17541 W. 59th Ave.

Block 4, Lot 9 - 17531 W. 59th Ave. 7/28/93
Carnation Homes, Inc.
by Ralph H. Jacobson, President

Ralph H. Jacobson - Pres.
Block 4, Lot 10 - 17621 W. 59th Ave. Bob & Elise Perkins

Bob Perkins 7-12-93

Block 4, Lot 11 - 17512 W. 59th Ave. Jeff & Kendra Fleischman

Jeff Fleischman 7-12-93

Block 4, Lot 12 - 17522 W. 59th Ave. Mark & Ginny Hoskins

Ginny Hoskins 7-17-93

Block 4, Lot 13 - 17532 W. 59th Ave.

Block 4, Lot 14 - 17542 W. 59th Ave. Don & Alice Ackerman

Ronald J. Ackerman July 22, 1993

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Block 4, Lot 15 - 5870 Virgil Court

Block 4, Lot 16 - 17545 W. 59th Pl.

Carnation Homes, Inc.
by Ralph H. Jacobson, President
Block 3 Lots 2-7,
Block 4 Lots 1-2, 17-34
Block 1 Lots 25-32
Block 2 Lots 17-22



Ralph H. Jacobson
Attest by
Wilma M. Jacobson, Secretary
Wilma M. Jacobson

8-19-93

8-19-93

Block 1 Lots 23-24
Ralph H. Jacobson

Ralph H. Jacobson

8-19-93