

**AMENDED AND RESTATED  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**The Meadows at Coal Creek**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of this 31st day of July, 1997, by The Meadows at Coal Creek Corp., a Colorado corporation (hereinafter referred to as "Declarant") for and on behalf of The Meadows at Coal Creek.

**RECITALS**

A. The Declarant is the Declarant named in the Declaration of Covenants, Conditions and Restrictions recorded at Book 01343966 and Page 1-24, Book 01303710 and Page 1-24 and Book 01382801 and Page 1-24 of the records of the Clerk and Recorder of Boulder County, Colorado, and platted the property known as The Meadows at Coal Creek (the "Property") which is legally described in Exhibit "A" attached hereto and made a part hereof. The Declarant is the owner of Lots 1-20, 25, 31, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 51, 54, 55, 56, 57, 58, 59, 70, 73, 74, 76, 78, 80, 84, 86, 87, 98, 99, 100, 101, 102, and pursuant to Article III, section 2, and Article VII, section 2(b) of the previously recorded Covenants, Conditions and Restrictions holds at least 75% of the membership votes in the Association hereinafter defined and is entitled and authorized to file this Amended and Restated Declaration of Covenants, Conditions and Restrictions, The Meadows at Coal Creek. This Amended and Restated Declaration of Covenants, conditions and Restrictions, The Meadows at Coal Creek, replaces and amends the Declaration of Covenants, Conditions and Restrictions, the Meadows at Coal Creek, recorded at Book 01343966 and Page 1-24, Book 01303710 and Page 1-24 and Book 01382801 and Page 1-24, of the records of the Clerk and Recorder of Boulder County, Colorado, which shall, upon the filing of this Amended and Restated Declaration of Covenants, Conditions and Restrictions, the Meadows at Coal Creek, be of no further force and effect. The Declarant has sent to every member of the Association, at least sixty (60) days in advance of the recording of this Amended and Restated Declaration of Covenants, Conditions and Restrictions, The Meadows at Coal Creek, written notice of this Amended and Restated Declaration of Covenants, Conditions and Restrictions, The Meadows at Coal creek.

B. Purposes of Declaration. Property which is subject to this Amended and Restated Declaration in the manner hereinafter provided shall be referred to as the "Property". This Amended

and Restated Declaration is executed (a) in furtherance of a common and general plan for the Property; (b) to protect and enhance the quality, value, aesthetic, desirability and attractiveness of the property; (c) to provide for an Association as a vehicle to hold, maintain, care for and manage General Common Properties, including internal landscaped areas to benefit all owners of Sites; (d) to define the duties, powers and rights of the Association; and (e) to define certain duties, powers and rights of owners of Sites within the Property.

C. Declaration. Declarant, for itself, its successors and assigns, hereby declares that the entire Property and all other property which becomes subject to this Amended and Restated Declaration in the manner hereinafter provided, and each part thereof, shall, from the date the same becomes subject to this Amended and Restated Declaration, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Amended and Restated Declaration, for the duration hereof, all of which are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement and protection of the Property. The provisions of this Amended and Restated Declaration are intended to and shall run with the land and, until their expiration in accordance with the terms hereof, shall bind, be a charge upon and inure to the mutual benefit of: (a) all of the property which is now or becomes part of the Property and each part or parcel thereof, (b) Declarant and its successors and assigns, (c) the Association and its successors and assigns, and (d) all Persons having or acquiring any right, title or interest in any property which becomes part of the Property or any part or parcel thereof or any Improvement thereon and their heirs, personal representatives, successors and assigns. .

D. Applicability of Colorado Common Interest Ownership Act. Pursuant to the Act, a Planned community which provides in its declaration that the annual average common expense liability of each unit restricted to residential purposes, exclusive of optional user fees and any insurance premiums paid by the Association, may not exceed Three Hundred Dollars (\$300.00) is subject only to sections 38-33.3-05, 38-33.3-106, and 38-33.3-107 of the Act as such term is defined below (the "Applicable Provisions") unless the Declaration provides otherwise. In accordance therewith and with the terms and conditions contained herein Declarant expressly declares that the Planned Community created by this Amended and Restated Declaration shall not be subject to the terms and provisions of the Act.

E. In order to preserve, protect and enhance the values and amenities in the Property, and to insure the residents' enjoyment of the rights, privileges and easements connected with The Meadows at Coal Creek, the Declarant has deemed it desirable to create an organization, and may hereafter create other organizations and designate other parties and entities to which shall be delegated and assigned the powers of administering and enforcing these Covenants, Conditions and Restrictions herein set forth, together with collecting, disbursing and accounting for the assessments and charges herein contemplated. To this end, the Declarant has caused to be incorporated under the laws of the state of Colorado as a non-profit corporation, The Meadows at Coal Creek Homeowners Association, Inc., (sometimes hereafter referred to as the "Association"),

for the purpose of exercising the aforesaid functions with respect to the Property and the General Common Properties as designated by the Declarant on the plat or plats of said Subdivision as filed and recorded in the records of Boulder County, State of Colorado.

NOW, THEREFORE, the Declarant declares that the Property, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements, charges, liens and rights (sometimes referred to as "Covenants, Conditions and Restrictions"), hereinafter set forth, all of which shall run with the land.

## ARTICLE I

### Definitions

The following words when used in this Amended and Restated Declaration or any supplementary declarations (unless the context shall prohibit or there shall be a specific statement to the contrary) shall have the following meanings:

A. "The Property" shall mean and refer to the property which is and shall be held, transferred, conveyed, leased and occupied subject to this Amended and Restated Declaration, and which is legally described in Exhibit "A".

B. "Single-Family Lot" shall refer to a platted lot on which there may be constructed only a single-family dwelling unit.

C. "Supplementary Declaration" shall mean any Declaration of Covenants, Conditions and Restrictions which may be recorded by the Declarant, such right being herein retained by the Declarant, which: (1) Supplements the provisions of this Amended and Restated Declaration as to the Property or any portion thereof and which may contain additions, amendments and modifications to the Declaration; and (2) Subjects additional property to this Amended and Restated Declaration in accordance with Article II hereof. The term "Declaration" whenever utilized herein shall include any supplementary declarations to the extent applicable.

D. "Owner" shall mean and refer to the record owners; whether one or more persons or entities, of the fee simple title to any Single-Family Lot situated within the Property which is subject to these Covenants, Conditions and Restrictions; but, notwithstanding any applicable theory relating to mortgages, deeds of trust or other liens or encumbrances upon any such property. "Owner" shall not include or refer to a mortgagee, beneficiary of a deed of trust, or lien holder unless and until such party has acquired title pursuant to foreclosure of any applicable procedure in lieu of foreclosure.

E. "Mortgage" shall mean and include mortgages and deeds of trust.

F. "General Common Properties" shall mean the Outlots A, B, C and M, as shown on the plat of The Meadows at Coal Creek. The General Common Properties shall be owned by the Association. Every member of the Association shall have a right and easement of enjoyment in and to the General Common Properties and such easement shall be appurtenant to and shall pass with

the title to every single-family lot within the Property which is subject to this Amended and Restated Declaration.

G. "Association" shall mean the Meadows at Coal Creek Homeowners' Association, Inc.

H. "Declarant" shall mean the Meadows at Coal Creek Corporation, a Colorado Corporation.

## ARTICLE II

### **Additional Properties Which May Become Subject to This Amended and Restated Declaration**

Section 1. Additions to the Property. Additions may be made to the Property in any of the following ways:

A. The Declarant shall have the right, but shall be under no obligation except as hereinafter provided, to bring within the scheme of this Amended and Restated Declaration, and make subject to the provisions hereof, additional properties. Such properties may contain General Common Properties, or additions thereto, which shall be owned by The Meadows at Coal Creek Homeowners Association, Inc.

B. The additions (or changes in the scheme of the Property, as the case may be) authorized under this subsection shall be made by filing of record supplementary declarations with respect to the Additional properties, or with respect to the property, as the case may be, which shall extend the coverage of the Covenants, Conditions and Restrictions of this Amended and Restated Declaration to such properties, and thereby subject such additions to assessment for their just share of The Meadows at Coal Creek Homeowners Association, Inc., expenses.

C. Notwithstanding anything contained herein or in any supplementary declarations to the contrary, Owners of the fee simple title to any single-family lot or any additional properties hereinafter added to this Amended and Restated Declaration as aforesaid, shall be subject to assessment for their just share of The Meadows at Coal Creek Homeowners Association, Inc., expenses.

Section 2. Pursuant to Merger. Any successor in interest to The Meadows at Coal creek Homeowners Association, Inc., may administer the Covenants, Conditions and Restrictions established by this Amended and Restated Declaration within the Property together with Covenants, Conditions and Restrictions under any other real properties, as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants,

Conditions and Restrictions established by this Amended and Restated Declaration within the property except as hereinafter provided.

### ARTICLE III

#### **Membership and voting Rights in The Meadows at coal Creek Homeowners Association. Inc.**

Section 1. Membership. Every person or entity who is a record owner of a fee simple title or undivided interest in any single Family Lot within the Property shall automatically be a member of The Meadows at Coal Creek Homeowners Association, Inc., provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Meadows at Coal Creek Homeowners Association, Inc., shall have two classes of voting membership:

Class A: Class A members shall be all of the Owners as defined in Section 1 of this Article, with the exception of the Declarant. The Declarant may, however, become a Class A member upon termination of its Class B membership as hereinafter provided. Class A members shall be entitled to:

1. One (1) vote for each Single-Family Lot;

When more than one person holds an ownership interest or interests in any Single-Family Lot, all such persons shall be members, and the one vote provided for herein shall be exercised as they among themselves determine. Only the record owner of the Property shall be entitled to a vote in the Association whether he or she, in fact, occupies the Property or not. In no event shall more than one (1) vote be cast with respect to any Single-Family Lot.

Class B: The Declarant shall be the sole Class B member.

The Class B member shall be entitled to Four (4) votes in the Meadows at Coal Creek Homeowners Association, Inc., for each single-Family Lot owned; The Class B membership shall cease and terminate upon the happening of any of the following events, whichever first occurs:

1. When the Class A votes equal 80; or
2. On the 31st day of December, 1999; or
3. At such time as The Declarant voluntarily relinquishes its Class B membership rights.

From and after the happening of any of these events, whichever first occurs, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each Single-Family Lot in which it holds an ownership interest as required for membership under Section 1 hereof.

## ARTICLE IV

### **Covenants for Maintenance and Assessment**

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any single-Family Lot within the Property, other than The Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed therein, or by acceptance of any other conveyance thereof (except a conveyance in connection with the establishment of a Mortgage) shall be deemed to covenant and agree to pay to The Meadows at Coal creek Homeowners Association, Inc., in which it shall be a member (1) annual assessment or charges; (2) special assessments for capital improvements or maintenance thereof; and (3) special assessments to provide for costs incurred by virtue of unforeseen emergencies, such as, but not limited to, unusual snowfalls or heavy rains. All assessments herein provided for shall be assessed by the Association. Provided however, that in no event shall the annual assessment and special assessments assessed against each single-family lot exceed \$300.00 per annum, exclusive of insurance premiums paid by the Association. The annual assessment shall be levied on an annual basis, and a special assessment shall be levied from time to time when and as determined by the Board of Directors of the Association in accordance with its by-laws. All the assessments described aforesaid together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the respective Single-Family Lots against which each such assessment is made, subject to foreclosure in accordance with applicable law, affecting a Single-Family Lot. Each such assessment, together with such obligation of the person or persons who are the Owners of such property at the time when the assessment falls due, and in the event that there is more than one Owner thereof, then such obligations shall be joint and several. In no event shall the Declarant be obligated to pay any annual or specific assessments for any Single-Family Lot. .

Section 2. Purpose of and Use of Annual Assessments or Charges. The annual assessments or charges levied under this article as provided for in Section 1 above shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents of the Property, including but not limited to the costs of enforcement of this Amended and Restated Declaration of Covenants, Conditions and Restrictions, maintenance and improvement of the General Common Properties, weed control, provision of recreational facilities, lighting of streets and for such other needs of the Association and lot owners as the Board of Directors of the Association may, in their sole discretion, deem reasonable.

Section 3. Special assessments for Capital Improvements and Emergencies. In addition to the annual assessments described aforesaid, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the costs of any construction or reconstruction, unexpected repair or replacement, including land rehabilitation and restoration, due to any emergencies.



Section 4. Due Date of Commencement and Determination of Annual Assessments and Assessment Deposit. The annual assessments provided herein shall commence on such date as is specified in the by-laws of the Association or in any supplementary Declaration hereto affecting a particular parcel of property brought within the scheme of this Amended and Restated Declaration. Assessments shall be on a full calendar year basis. At least thirty (30) days in advance of each calendar year, the Board of Directors shall fix the amount of the annual assessment against each Single-Family Lot by estimating the net charges and expenses to be incurred by the Association for the purposes set forth in this Amended and Restated Declaration. The annual assessment shall be due and payable in such installments as are required by the by-laws of the Association with an amount equivalent to three (3) months' assessments deposited with the Association at the time of the first conveyance of any single-Family Lot from the Declarant to any purchaser thereof, and which deposit shall not bear interest and may be credited towards any annual or special assessments upon the commencement thereof. The annual and special assessments shall be in such amounts as are fixed by the Board of Directors of the Association as aforesaid. Separate due dates may be established by the Board of Directors for special assessments as defined hereunder as long as made thirty (30) days in advance of such special assessments and shall be paid in a manner determined by said Board of Directors. Written notice of the annual and any special assessments shall be sent to every Owner subject thereto as soon as the amounts are determined.

Section 5. Effects of Non-Payment of Assessments and Personal Liability of Owner. If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with interest and costs of collection, as hereinafter provided, become a continuing lien on such Single-Family Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, it shall be the personal obligation of the then Owner to pay such assessment and such personal obligation shall continue even though the Owner's interest in the property shall be transferred. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Association may bring legal action against the Owner personally obligated to pay the same or to foreclose the lien against such Single-Family Lot and there shall be added to the amount of such assessment all costs incurred by the Association in foreclosing the lien or in collecting the amount owing, including any reasonable attorneys' fees.

Section 6. Subordination of the Lien to Mortgages. As provided aforesaid, the lien of the assessment provided for herein shall be subordinate to the lien of any valid mortgage now or hereafter placed upon any Single-Family Lot subject to assessment; provided, however, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or a statutory public trustee foreclosure of such mortgage. Such sale or transfer shall not release such Single-Family Lot from liability for any assessment thereafter becoming due, nor for the lien of any such subsequent assessments.

## Article V

### Architectural Guidelines

#### Section 1. Architectural Review Procedures.

The review and approval procedures which follow provide the framework by which the Architectural Control Committee (ACC) will review, process, and approve construction of all improvements within The Meadows at Coal Creek. Plans and specifications shall be submitted to the ACC in accordance with the following review and submittal procedures.

##### A. Approval Required

Except for Architectural Control Committee exemptions and "staff level" approvals as described below, any construction or reconstruction of any improvements to any lot, or alteration of any part of the exterior of any building, or the construction of any other improvement in The Meadows at Coal Creek is prohibited until a builder or homeowner first obtains approval thereof from the Architectural Control Committee. All improvements shall be constructed only in accordance with approved plans.

Every violation of the Design Guidelines, including without limitation, any construction, reconstruction, refinishing, or alteration of any improvement or landscaping in The Meadows at Coal Creek, or landscaping without approval by the ACC, or the alteration of any improvement or landscaping in The Meadows at Coal Creek not in conformance with plans that have received approval from the Architectural Control Committee, are declared to be and to constitute a nuisance. Every public or private remedy allowed by law or in equity against a homeowner or developer-builder shall be applicable against every said violation.

##### B. Exemptions

The following types of changes, additions or alterations do not require the approval of the ACC. It is recommended that one check with the ACC staff representative(s) to confirm that the proposed changes are, indeed, exemptions rather than "minor applications" which require staff level review and approval.

Although exempt from review of the ACC, all work must proceed in accordance with all federal, state and local codes, ordinances, and regulations having jurisdiction at the site.

1. Addition of vegetation to a property in accordance with a previously approved landscape plan.

2. Modifications to the interior of a structure when those modifications do not materially affect the outside appearance of the structure.
3. Repainting and/or re-staining in original colors.
4. Repairs to a structure in accordance with previously approved plans and specifications.
5. Seasonal decorations if removed 15 days following the holiday.
6. Removal of dead or diseased vegetation.

Only those items listed above are exempt from the residential Design Review Process. All other types of residential construction, development, landscaping, site modifications, etc. must comply with the Procedures and Guidelines contained herein.

#### C. Staff Level Approval

Certain Architectural Control Applications are considered to be "minor applications" and can be reviewed on the "staff level" rather than having to go through the full Architectural Review Process. The determination of whether or not an application is "minor" must be made in writing. Such applications include, but are not limited to, minor structural changes to the exterior of a building (i.e., color changes to exterior paint or stain on a structure(s), temporary signage, and minor landscaping projects which are not part of an already approved landscape plan. The ACC staff may at any time refer any application to the ACC for approval if they so desire. Minor applications must be in conformance with these Design Guidelines.

#### D. Preliminary Design Review

##### 1. Submittal Contents

The purpose of Preliminary Design Review is to review the project design in significant detail, prior to the commencement of working drawings. The contents of the submittal information shall include but not be limited to two (2) copies of each of the following:

a. Site Scale: Minimum 1"=10'. Shall show north arrow, property lines, grade elevations, building envelopes, patios, walks, services, site amenities, site appurtenances. (such as mechanical equipment, trash enclosures, etc.), adjacent roadways, setbacks and uses.

b. Exterior Building Elevations: Scale: Minimum 1/8"=1'. Include views of all typical building surfaces showing fenestration, materials, or any other visible features. Elevations should indicate both existing and proposed grade lines. The top of the foundation cannot be more than 24 inches (24") above the street curb, except on lots with garden level or walkout basements, or by special review.

c. Building Section: Scale: 1/4"=1'. Section must show total roof height as measured from the front yard finished grade line.

d. Color/Sample Board: Indication of all exterior materials and colors.

e. The ACC may require the submittal of additional plans, drawings, specifications, samples, or other materials if deemed necessary to determine whether a project will comply with The Meadows at Coal Creek Design Guidelines.

f. Completed ACC Reporting Form for Preliminary Design Review. This form can be obtained from the ACC staff representative(s).

g. All variations of a home design shall be by separate review of the ACC.

## 2. Review Time Table

The Applicant should submit the required Preliminary Design Review information to the ACC at least ten (10) calendar days prior to expected approval.

If, in the opinion of the ACC, the Submittal complies with the Design Guidelines, written approval shall be granted. If the Submittal is found not to be in compliance with the Design Guidelines, the ACC shall provide the applicant with a written description of the aspects in which the Submittal does not comply. The applicant must then present required revisions to the ACC and follow the same review procedures.

## E. Construction Document Review.

### 1. Submittal Contents

The purpose of the Construction Document Review is to ensure that construction documents conform to the Preliminary Plan approval. Any changes to the preliminary Design or new information should be brought to the ACC's attention in a cover letter. Submittal for this review shall include, but not be limited to, the following:

a. Construction Documents shall consist of one complete set of drawings and specifications, suitable for construction purposes, which shall be identical to the documents to be submitted to the city of Louisville for a building permit.

b. Cover Letter noting any deviations from the Preliminary approval.

c. Such other information and materials as are deemed necessary in the judgment of the ACC to ensure compliance with the Preliminary Plan approval.

## 2. Review Time Table

The Construction Document Review submittal shall be made at least seven (7) days prior to filing for the building permit. Construction Document Review approval must be obtained in writing from the ACC prior to filing for a building permit by the City of Louisville as defined in the P.U.D. and prior to any construction. If, in the opinion of the ACC, modifications are required, approval will only be granted after such changes have been incorporated into the construction documents.

### F. Construction Period and Project Completion Review

An ongoing review of the construction of the Project will be undertaken by all ACC staff representative(s) with the purpose of monitoring exterior appearances of the Project and ensuring its conformity to the design and construction documents already approved by the ACC. Any deviations which are significant, in the opinion of the ACC, will be brought to the Applicant's attention along with the measures that the ACC requires to mitigate or eliminate the deviation. The applicant must start construction on the home approved by the ACC on or before 180 days after the lot is cleared, and be completed within 365 days after the starting date.

## Section 2. Design Guidelines.

The Architectural Control Committee places an emphasis on the design of The Meadows at Coal Creek as a total, integrated community. Within each Planning Area and development phase, design expressions, in terms of massing, scale, and color should relate to adjacent improvements, and to the total Meadows at Coal Creek community. Orientation of homes should acknowledge basic site conditions, adjoining building uses, and overall circulation patterns. These Guidelines, while stressing overall integration, are also intended to provide flexibility for builders and homeowners in design, and materials.

### A. Site Planning Guidelines

The Planning Areas and Building Projects within The Meadows a Coal Creek are important elements of a total community. As such, it is critical that each project interact with the others in order to produce a cohesive environment. To accomplish this goal, all real property within the Property shall be held, used, improved and enjoyed subject to the following limitations and restrictions:

#### 1. Site Design

a. Site planning shall respect the relationship to existing landforms. Natural topography shall be maintained wherever possible and any development shall be designed to conform to and complement existing topography to the maximum extent possible.

b. When siting homes, the following guidelines should be considered: 1) avoid siting of buildings in natural channels; 2) site buildings to take advantage of potential solar gain; and 3) utilize the natural vegetation on a site wherever possible to soften the impact of buildings.

c. When planning a site, distant and close-in view corridors should be preserved wherever possible. Also, the view corridors looking into and out of a site to mountains should be maintained where appropriate, and landscaping should be designed to maintain same.

d. Setbacks

Front=twenty feet (20') except twelve feet (12') will be allowed for side loaded garage with appropriate landscape buffer and massing.

Side=five feet (5')

Rear=twenty five feet (25')

Height Limit-thirty feet (30') from front yard finished grade line.

2. Streets/ Local Roads/ Driveways

a. Driveways within Planning Areas and driveways accessing privately owned sites shall be designed with careful consideration of existing slopes and proposed grades.

b. Paving materials for driveways, paths, steps, patios and other areas should have a dull, non-reflective, hard surface that blends with the natural surroundings. The use of interesting paving patterns, circular drives, and adequate off street parking, as well as pre-cast pavers, is encouraged.

3. Parking

a. No construction parking will be allowed in front of completed homes.

b. No overnight parking of construction vehicles allowed in The Meadows at Coal Creek except construction trailer(s) approved by The Meadows at Coal Creek ACC.

4. Exterior storage Areas

Exterior storage areas shall be screened and located as inconspicuously as possible. Screening elements shall be attractively designed and shall be compatible with the material and integral with the forms of the residence(s). There shall be no storage of boats, trailers, RV's or other non-operable vehicle allowed on any site.

#### 5. Dog Runs

Dog runs or pet enclosures shall be installed only after ACC approval is obtained. Materials for such enclosures should be compatible with the surrounding development in The Meadows at Coal Creek. Dog runs should be located within the yards in such a way that they are not eyesores to neighbors, or to a community open space. There shall be no dog runs located closer to the street than the front entrance of the home.

6. Construction Site

- a. During construction of any kind, site must be kept neat and orderly with materials secured to avoid blowing onto adjacent sites.
- b. There shall be no construction parking in front of completed homes or in fire lanes.
- c. No overnight construction parking, except in trailers by review.
- d. All trash and debris shall be cleaned daily and stored in an enclosed area (i.e. fenced) until weekly removal.
- e. There shall be no construction activity before 7 AM or after 7 PM on weekdays, or before 8 AM or after 4 PM on Saturdays, and no construction activities on Sundays.
- f. Any dogs on construction site must be on a leash or within the body of a vehicle and shall not be a nuisance.
- g. Any mud or debris from a site that is carried onto the street must be removed within 24 hours.
- h. No concrete truck will be allowed to "clean out" off the site on which they were called.
- i. A portable toilet must be provided.

B. Architectural Design Guidelines

The following Architectural Design Guidelines apply to all residential development projects:

1. Minimum Building Sizes

The following are minimum finished floor areas for The Meadows at Coal Creek:

Ranch= 2,000 square feet

One and one half story or more= 2,400 square feet

2. Roof Design

- a. Roofs are very important to the overall integration and compatibility of different developments within The Meadows at Coal Creek. Their design must be given careful consideration as they will be highly visible from the street, other buildings, and most neighboring sites. Preferable roof designs are: multiple gables and hip roofs with opposing



planes and dormers of traditional style. Shed roofs and flat roofs shall be allowed provided the overall design of the building is acceptable to the ACC, by special review.

b. The use of major elements such as dormers, chimneys, or skylights should enhance the roof form and be an integral part of it. Special attention should be given to the design and placement of mechanical systems (i.e., vents, etc.) on roofs of residences. Exposed metal flashing vents and flues shall be painted to match the color of roofing materials or trim.

c. The minimum roof pitch allowed on a major roof form is 5:12. The pitch of lesser elements such as porches, dormers, etc., may be lower if consistent with the architectural design. Domes, mansard roofs, and A-frame buildings are not allowed.

### 3. Exterior Walls

In designing floor plans and exterior elevations, care should be taken to create exterior wall surfaces of varying planes. It is desirable to avoid long uninterrupted walls. Covered entryways, bay windows, angled walls and nooks, wall projections, covered porches, and cantilevers are encouraged. Round walls will be allowed by special review.

### 4. Material Recommendations

Certain building materials are more desirable for use in The Meadows at Coal Creek, and they have been identified below. Where appropriate, the natural color and texture of the materials should be expressed.

a. Roofs - within a residential development, it is desirable that roofs be built using consistent roofing materials to achieve overall design continuity. Allowable roofing materials for The Meadows at Coal creek include cedar shakes, wood or slate shingles, concrete tiles, and heavy asphalt or fiberglass "wood look" shingles. Brightly colored tiles, asphalt and fiberglass 3-tab and T-lock shingles, or gravel roofs will not be allowed.

b. Exterior Finished - Allowable exterior wall materials are redwood siding, stucco board with battens (not less than 6" wide), cedar siding, stucco, masonite lapped siding, brick, and stone. Horizontal and vertical patterns are the only acceptable siding patterns. Incorporating more than one material on exterior walls may be desired, but special care should be taken so that materials do not detract from the building's overall design and form. Horizontal siding must have not more than a maximum seven (7) inch exposure with five (5) inches preferred. Board and batten, or any other plywood siding will not be allowed except in soffits. Each home exterior elevation must have a minimum brick or stone masonry covering of fifty (50) percent of the front, and fifty (50) percent on the sides that are exposed on corner lots. In the remaining areas, the brick masonry minimum shall be fifty (50) percent of the front. Masonry veneer shall be consistent on all elevations. Stucco

may be substituted for masonry if used as the primary wall material by review only. Brick detailing is encouraged on the front. Exception to the brick or stone masonry will be made only for homes of unusual design with special finishes on a review basis by the ACC. Excess masonry coverage may be credited towards other elevations.

Siding materials must be continued down to within 6" of finished grade on any elevation, thereby eliminating large areas of unfinished foundation walls.

It is recommended to not have the same color brick or rock as the adjoining houses to avoid the "look alike" appearance.

c. Colors - Allowable brick or stone colors shall be earth tones and shall conform to the color chart provided by the ACC. Primary colors or bright colors are not recommended when using stucco board and battens or wood siding and trim. Colors must be complementary and not of high contrast, except in Tudor models. Painted brick will be allowed with approved colors.

#### 5. Inappropriate Materials

Materials chosen must be appropriate for the scale of a building, compatible with its location within The Meadows at Coal Creek and expressive of the character and images of the development. The use of the following materials will cause problems in achieving the desired design quality, and are not allowed.

- a. Metal as a building skin or as a roofing material.
- b. Multi-colored masonry.
- c. Painted concrete.
- d. Mirrored glass or very dark glass, with the exception of solar glass.
- e. Exposed cinder block.
- f. Plywood siding, with the exception of soffits.
- g. Board and batten, man-made or synthetic stone or rock.
- h. Non-anodized or galvanized metal windows, screen doors, sliding doors, or gutters and down spouts.

#### 6. Surface Mounted Equipment

The location and finish treatment of items mounted on exterior surfaces of the building(s) should be carefully planned and detailed. Such items would include skylights, solar panels, vents, mechanical equipment, access ladders, electric and gas meters, etc. In no case should they give the appearance of being simply mounted on the exterior surface of the building(s) with no relationship to the surrounding elements. The location of these items shall be indicated on all drawings submitted during the Preliminary Design Review and the Construction Document Review

7. Mechanical Equipment

No mechanical equipment shall be installed on the roof except attic fans may be allowed provided they do not protrude more than 12 inches above the roof surface.

8. Antennas

No type of antennas and similar structures (i.e. satellite dish antennas, T.V. and ham radio antennas, etc.) shall be permitted, except in enclosed attic spaces.

9. Chimneys

Chimneys are usually very strong roof elements. Careful choice of proportion and material should give them a substantial and stable appearance. The use of prefab fireplaces and flues may be economically sound, however they need not have the stovepipe appearance. Enclosing the flue in a masonry or wood chimney with substantial proportions will solve the problem. The use of fireproof enclosures is prudent. No more than two (2) feet of exposed chimney pipe will be allowed. Square-topped chimney cap and chimney fences are encouraged. All vent pipes, chimney pipes etc., on the roof must be painted to match.

10. Exterior Lighting

To avoid light spilling in neighboring windows, exterior lighting should be subdued and should not be a nuisance to adjacent lots. Recessed and screened lighting is preferable.

C. Landscape Design Guidelines

1. Design Intent

a. The design intent of The Meadows at Coal Creek landscape guidelines is to unify a variety of buildings and architectural styles within a strong landscape matrix, and to the greatest extent possible, utilize natural land forms and plant materials which are native to The Meadows at Coal Creek and the surrounding region.

b. To screen parking areas from view to the greatest extent possible while maintaining visual access and orientation to the facilities served.

c. To be sensitive to the varying site characteristics within The Meadows at Coal Creek in terms of landscape design.

d. To avoid blocking mountain view corridors.

2. Landscape Design Elements and Requirements

a. Landscape Design Theme

The predominate landscape design theme in The Meadows at Coal Creek shall be that of natural and informal groupings of introduced plant materials. Introduced plant materials will supplement the already existing plant community. In terms of planting guidelines, a simple plant palette is suggested. Large masses of similar plant materials are preferable to multiple varieties planted together in small groupings. It is suggested that evergreen masses act as contrasts to deciduous masses. Coniferous trees rather than deciduous trees should be the more dominant type of tree planted in The Meadows at Coal Creek.

Also desirable in certain appropriate locations will be a more formal, maintained, and manicured landscape look. Such locations in The Meadows at Coal Creek include but are not limited to: 1) road intersections; 2) entry points into neighborhood; and 3) residential courtyards and gardens. In such locations, geometric planting, evenly spaced rows of trees, formal looking lawns, and other formal landscape patterns would be considered as appropriate landscape treatments.

The landscape plan for each site must include one (1) tree in the front yard and one fruit tree in the back yard. Formal bluegrass lawns are encouraged, broken up by deciduous and evergreen planting areas. No stone or gravel may be used as a ground cover except in planting beds not to exceed one hundred (100) square feet per bed. Bark mulch may be used as ground cover in planting beds only.

b. Fences

All fencing built within The Meadows at Coal Creek shall be consistent with the fence types described in the P.U.D. and adopted by the ACC for The Meadows at Coal Creek. Whenever possible, the open-rail fence prototype is preferable to the six (6) foot high privacy fence prototype because it provides a transparent look while creating a sense of enclosure at the same time. If utilized, the six (6) foot high privacy fence should be built in conjunction with a landscaping scheme which softens the solid appearance of the fence and must step down from the six (6) foot height. Masonry wall fencing may be allowed by review. The first owner to install a fence must put the "friendly" (smooth) side of the fence to the outside. All other fences such as lot line fences between residence, privacy fencing, patio enclosures, trash receptacle screens, etc., shall be of a type, color, finish, etc., compatible with the fence prototypes as determined by the ACC. Chain-link fencing materials will not be permitted for fencing of yards.

No solid fences shall be allowed within 20 feet of the street except when used as a courtyard screening fence and integrated into the front elevation. Also, an

open rail fence shall be permitted in planting areas not more than thirty (30) feet in length.

c. Grading/Drainage

Natural drainage patterns should be respected wherever possible. The use of berms is suggested only if continuous expanses of landforms are created which look natural as opposed to looking man-made. Finish grading should be designed to: 1) avoid ponding on site, 2) allow 10% slope away from homes for at least 10 feet, 3) to avoid excessive run-off at a point on adjacent sites, 4) maintain channels between lots.

d. Ornamentation

The utilization of non-living objects as ornaments in the landscape is not allowed. Such ornamentation includes: driftwood, animal skulls, wagon wheels, sculpture (flamingoes, deer, cherubs, etc.)

Individual expression is permissible by review so long as it does not detract from the goal of promoting a pleasing and harmonious landscape character.

e. Irrigation

All landscaping shall be provided with a method of irrigation suitable to ensure the continued survival of planted materials. Drip irrigation, a water conserving method, is a recommended irrigation technique for use in The Meadows at Coal Creek. Automatic irrigation on a time clock for sod areas is recommended to allow watering during periods of minimum evaporation.

f. Maintenance

All landscaping shall be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plants, removal and/or killing of weeds and undesirable grasses, and removal of trash.

g. Landscape Improvements/Timing

If a certificate of occupancy (C.O.) is obtained for a new residence between March 1 and September 1, there is a 120 day period from its receipt within which the landscaping must be installed. If a C.O. is obtained for a new residence after September 1 but before December 1, there is a 240 day period from the time of its receipt within which the landscaping must be installed, and 180 days is allowed between December 1 and March 1. All landscaping plans and timetables are subject to ACC approval prior to installation.

### 3. Plant Material List

Following is a listing of suggested plant materials for use in The Meadows at Coal Creek. They are compatible with the soil, are low in water consumption, and are native plant materials to The Meadows at Coal Creek and to the surrounding region, or are ornamental which can be easily introduced.

Four (4) categories of planting types have been established with alternatives provided within each category. Both common and botanical names are given in each category. The plant types are: 1) Trees (evergreen and deciduous); 2) Shrubs (evergreen and deciduous); 3) Vines; and 4) Groundcovers.

4.15 Committee Power to Grant Variances. The Architectural Control Committee may Authorize variances from compliance with any of the provisions of this Amended and Restated Declaration, including but not limited to restrictions upon height, size, floor area, starting dates, completion dates, landscaping, setbacks, minimum building sizes, or placement of structures or similar restrictions when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Control Committee. If any such variance is granted, no violation of the provisions of this Amended and Restated Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Amended and Restated Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

## ARTICLE VI

### Enforcement

Section 1. Abatement and Suit. The Covenants, Conditions and Restrictions herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarant and the owners and Lessees of every Single-Family Lot on the Property. These Covenants, Conditions and Restrictions may be enforced as provided hereinafter by the Declarant acting for itself, the ACC on its own behalf and as Trustee on behalf of all of the Owners of Single-Family Lots and by the Association. Each Owner by acquiring an interest in the Property, appoints irrevocably the Declarant, the ACC and the Association as his attorney-in-fact for such purposes provided, however, that if a Single-Family-Lot Owner notifies the Declarant in writing of a claimed violation of these Covenants, Conditions and Restrictions and the Declarant fails to act within thirty (30) days after receipt of such notification, then, and in that event only, an Owner may separately, at his



own cost and expense, enforce these Covenants, Conditions and Restrictions as herein provided. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Declarant the right to enter upon the portion of the property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

Section 2. Attorney's fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Amended and Restated Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

Section 3. No Waiver. The failure of the Declarant to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions, and the Declarant shall not be liable therefor.

## ARTICLE VII

### General Provisions

Section 1. Effects of official Plat and Other Documents Filed with the County of Boulder. The official Plat of The Meadows at Coal Creek and other related documents which are on record in the office of the Clerk and Recorder of the County of Boulder, or other applicable governmental agency, has the effect and only the effect described by the statutes of the state of Colorado, and the rule and regulations of the said County. The Plat and related document constitute part of the public controls imposed by the City of Louisville upon developers, owners, residents, and users of The Property and does not create, and is not intended to create, any private property or contract rights in the Owners and residents of The Property except as such rights may be created expressly by separate contracts, deeds and other documents, including maximum benefits upon the residents when all of its elements are planned and developed in appropriate relationship to each other. The Plat on file in the Office of the said Clerk or other applicable governmental agency describes a development which the Declarant believes will provide maximum benefit to the residents, Owners and the public. During an extended development program, however, various factors can intervene which may hinder the effectiveness of the Plat and which may threaten the benefits to be derived by the residents, owners and the applicable law. Accordingly, this Amended and "Restated Declaration is not intended to nor does it grant or create any private property or contract rights in the said Plat for The Meadows at Coal Creek and such plat continues to remain subject to modifications by the Declarant and by the proper governmental authorities in accordance with the procedures set forth in

the statutes of the state of Colorado and the rules and regulations of the City of Louisville, state of Colorado. Moreover, there are no assurances the Declarant will develop any other properties, other than as set forth in Exhibit A to this Amended and Restated Declaration.

Section 2. Duration.

(a) This Amended and Restated Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall run with and bind the land and shall continue in full force and effect for a period of fifty (50) years from the date hereof, and shall thereafter be automatically extended for successive periods of five (5) years unless otherwise terminated or modified as hereinafter provided.

(b) This Amended and Restated Declaration or any provision hereof or any covenants, condition or restriction contained herein, may be terminated, extended, modified or amended as to the whole of the Property or any portion thereof, prior to January 1, 2005, with the written consent of the members holding at least seventy-five percent (75%) of membership votes in the Association and thereafter by not less than sixty-six and two-thirds percent (66 2/3%) of membership in the Association; provided, however, that no such termination, extension, modification or amendment shall be effective in any event prior to December 31, 1999, without written approval of The Declarant. No amendment of these Covenants, Conditions or Restrictions shall be effective unless the instrument evidencing such amendment has been duly recorded and unless a written notice of the proposed amendment is sent to every member of the Association at least sixty (60) days in advance of any action taken. Such termination, extension, modification or amendment shall be immediately effective upon recording the proper instrument in writing, executed and acknowledged by such Owners (and by the Declarant as required herein) in the office of the Clerk and Recorder of Boulder County, Colorado.

Section 3. Association and The Declarant Use in Community and Common Properties. The Association and the Declarant shall have the right to use all streets, roads and walkways within The Meadows at Coal Creek Subdivision for purposes of providing the services which they perform.

Section 4. Notices. Any notice required to be sent to any Member or Lot Owner under the provisions of this Amended and Restated Declaration, shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as such Member or Lot Owner on the records of the Association at the time of such mailing. .

Section 5. Assignment of The Declarant's Rights and Duties. Any and all of the rights, powers and reservations of The Declarant herein contained may be assigned by The Declarant to the Association, which will assume any or all of the duties of The Declarant hereunder, and upon Association's evidencing its consent in writing to accept such assignment, shall assume The Declarant's duties hereunder, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Declarant hereunder. Under such assignment, and to the extent thereof, The Declarant shall thereafter be relieved from all liabilities, obligations and duties hereunder.

Section 6. Severability. All of the conditions, covenants, restrictions and reservations contained in this Amended and Restated Declaration of Covenants, Conditions and Restrictions shall be construed together, but if it shall at any time be held that anyone of said conditions, covenants, restrictions, and reservations, or any part hereof, is invalid, or for any reason becomes unenforceable, all of the remaining conditions, covenants, restrictions, and reservations or any part thereof shall remain in full force and effect.

Section 7. Benefits and Burdens. The terms and provisions contained in this Amended and Restated Declaration shall bind and inure to the benefit of the Declarant, the Lot owners located within the Property and their respective heirs, successors, personal representatives and assigns.

Section 8. Singular and Plural. Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or neuter as the context requires.

Section 9. Right of Development. Nothing in this Amended and Restated Declaration of Covenants, Conditions and Restrictions shall be construed in any manner as a waiver or release of the Declarant's right to develop unsold lots on the property in accordance with the Plat of The Meadows at Coal Creek as recorded in the records of Boulder county, Colorado.

IN WITNESS WHEREOF: The Declarant has executed this instrument the day and year first above written.

The Meadows at Coal Creek,  
A Colorado corporation.

Signed: (Del Zwegardt)  
President

### **ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 4th day of August, 1997, by Delmar Zwegardt, President of The Meadows at Coal Creek, a Colorado corporation, on behalf of the corporation.

Witness my hand and Official seal.

Signed: (Peggy L. Richard)  
Notary Public

6777 Wadsworth Blvd, #301

Arvada, CO 80003

Address

My Commission expires: **8-16-98**