

Arapahoe County Clerk & Recorder, Nancy A. Doty
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MV Commission Expires 06/19/2007

**THIRD AMENDMENT TO
THE DECLARATION OF PROTECTIVE COVENANTS
GREENWOOD SOUTH**

PREAMBLE

The Greenwood South subdivision, is described in the following real property, located in the County of Arapahoe and State of Colorado:

GREENWOOD SOUTH, being a part or the N.W. 1/4 of the N.E. 1/4 of Sec. 20, T. 55,
R. 67W. of the 6th P.M.

WHEREAS, the owners of record of the Greenwood South subdivision desire to place certain restrictions on the above described real property for the use and benefit of the owners and their grantees and for the purpose or maintaining said real estate as a high-class residential district;

NOW, THEREFORE, the undersigned, as Board Members of the Greenwood South Homeowners Association do hereby publish and declare that the owners and grantees of record, through a majority vote, state that the Greenwood South subdivision as described in the above real property, is subject to the following conditions and restrictions:

1. LAND USE

- a. No lot shall be used except for residential purposes. No building shall be erected, altered, plated or permitted to remain on any lot other than one single-family dwelling, a private garage and such outbuildings as are customarily appurtenant to a residence living quarters.
- b. No outbuilding shall be used as a residence or living quarters.

2. ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alterations therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, and plot plan, and the landscaping and grading plan of the plot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee. The Architectural Control Committee shall endeavor to approve or deny such plans and specifications within seven (7) days of submittal. The Architectural Control Committee shall give special attention to the harmony of exterior design of any proposed structure with existing structures located on the lots subject to these protective covenants. Any construction subject to approval by any local government(s) shall be approved by said government(s).

3. DWELLING SIZE

Only one-story, one and one-half story, two story or tri-level or split-level homes may be constructed and shall have the following minimum areas:

- a. The finished living space of any one story or split level house shall occupy not less than 1450 square feet of lot area or more than 2500 square feet of lot area.
- b. A one and one-half or two story house shall have not less than 1900 square feet of finished living space on the main, and second floors and the finished living space on the main floor shall occupy not less than 1050 square feet of lot area or more than 2500 square feet of lot area.

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THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE CO

Arapahoe County Clerk & Recorder, Nancy A. Doty
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c. A tri-level house shall have not less than 1600 square feet of finished living space; and the finished living space shall occupy not less than 1050 square feet of lot area or more than 2500 square feet of lot area.

d. The areas of garages, porches, patios, carports and similar appurtenances shall not be included in computing the minimum areas set forth in subparagraphs a. b. and c. above.

4. BUILDING LOCATION

No building shall be located on any lot nearer than 25 feet to the front lot line.

5. LOT

A "lot" is hereby defined to be a plot or parcel of land consisting of one lot or more shown on the recorded plat of GREENWOOD SOUTH subdivision.

6. ROOF MATERIALS

All roofs on any building or other Structure shall be constructed of a wood shake material or a laminated asphalt product with a minimum 40 year warranty and UL Class A fire rated material in earth tone colors or concrete tile in earth tone colors.

7. EASEMENTS

Easements and rights of way are hereby reserved as shown on the plat of GREENWOOD SOUTH subdivision on, over and under the areas designated on the plat as easements for poles, wires, pipes, conduits for lighting, heating, electricity, gas, telephone and other public utility services and for drainage purposes where indicated, together with right of access thereto for construction and repair. The easement area of each lot and all improvements on it shall be maintained by the owner of the lot except for those improvements for which a public authority or utility is responsible. No building or permanent structure may be erected or plated within easements except that fences and hedges may be plated within easements other than drainage easements. If any fences and hedges placed within the easement are damaged by reasonable construction or repair by or on behalf of any person or company entitled to the use of said easement the owner of the property damaged shall have no right of reimbursement for said damages. In addition, a five foot wide drainage easement is reserved on both sides of all side and rear lot lines whether designated on the plat or not.

8. NUISANCES

a. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, except as stated in paragraph 11a.

b. No tank for storage of oil or other inflammable fluid may be maintained on any lot for the service thereof, except by a builder for use in construction and maintenance in GREENWOOD SOUTH subdivision and with the previous written approval of the Architectural Control Committee.

c. No oil or gas drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any lot.

d. No towers, wires or other electronic devices used in connection with reception or broadcast facilities of any kind shall be maintained on any part of any lot not occupied by a building, nor more than 4 feet above the top of the roof of any building, without the previous written approval of the Architectural Control Committee.

- e. No campers, boats, materials, tools, machinery, furniture, furnishings or fixtures other than lawn or outside furniture and furnishings may be stored or kept on any lot outside of any structure, except such temporary storage as may be necessary in connection with construction of improvements.

9. TEMPORARY STRUCTURES

No tent, shack, garage, barn, trailer, or other outbuilding shall at any time be used as a residence, temporarily or permanently.

10. TOOL SHEDS

Any portable type or other type of metal tool sheds shall be screened so that they cannot be seen from the front yard or in the rear yard from any neighboring property.

11. SIGNS

No sign, billboard, posterboard or advertising structure shall be placed upon any lot except one sign of not more than 5 square feet advertising the property for sale or rent. Political signs will be allowed to be placed on a lot within 60 days before an election, but must be removed no later than 10 days after an election.

12. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or like household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In no event shall the total number of such dogs and/or cats exceed 3.

13. GARBAGE STORAGE AND DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish; except for temporary accumulation of construction material by a builder and with previous written approval by the Architectural Control Committee. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. TERM AND AMENDMENTS

- a. These Third Amended Covenants are to run with the land and shall be binding on all parties and all persons claiming under them.
- b. These covenants may be amended by the majority of the homeowners of record; however, such amendments shall not create mandatory changes for homeowners in compliance with these covenants when amended.

15. LIMITATION ON PERIOD OF CONSTRUCTION

Construction of any residence, garage, or addition to any residence shall be completed, within twelve months from the date construction is commenced. However, the time limit on completion of construction may be extended by the Architectural Control Committee if there are unusual circumstances or delay beyond the control of the property owner or his contractor.

16. ENFORCEMENT

The Homeowners Association Board, Architectural Control Committee, and any representative of the same, and any homeowner located within the boundary of Greenwood South shall have the right to seek enforcement of the Covenants Conditions and Restrictions. Any and all enforcement of the Covenants Conditions and Restrictions shall proceed in the following manner: A homeowner that believes a Greenwood South homeowner is in violation of the Covenants Conditions and Restriction shall provide written notice detailing the basis for the complaint to the Architectural Control Committee. Thereafter the Architectural Control Committee will investigate the perceived violation within seven (7) days. In the event the Architectural Control Committee concludes a homeowner is in violation of the Covenants Conditions and Restrictions, it shall provide written notice to the alleged violating homeowner with a copy of the complaint and directions to cure the violation(s) within fourteen (14) days. If the alleged violating homeowner contests the finding, a meeting will be held with the alleged violating homeowner and the Homeowners Association Board or the Architectural Control Committee within seven (7) days in an attempt to resolve the issue. If no resolution occurs at said meeting, or if no meeting occurs with either the Homeowners Association Board or the Architectural Control Committee, the complaining homeowner, the Homeowners Association Board, or the Architectural Control Committee can proceed with a civil action for injunctive relief and damages. Nothing herein shall preclude the Homeowners Association Board or Architectural Control Committee from independently seeking to enforce the Covenants Conditions and Restrictions without first having received written notice from a homeowner of an alleged violation. However, the Homeowners Association Board or Architectural Control Committee shall not commit Homeowners Association funds to litigation of any sort without first obtaining the approval of the majority of the homeowners of record. In any case in which a homeowner, Homeowners Association Board Member or Architectural Control Committee institutes a civil action to remedy a violation of the Covenants Conditions and Restrictions, the prevailing party shall be awarded costs and reasonable attorney's fees if legal counsel is retained. A judgment entered by a court of competent jurisdiction in favor of any party seeking enforcement of the Covenants Conditions and Restrictions in which the Court has awarded injunctive relief or damages shall create a judgment lien. The judgment lien will be recorded against the violating homeowner's real property in Greenwood South in the event the judgment is not satisfied within sixty (60) days following the entry of judgment.

17. ZONING

If any provision of these protective covenants would require or constitute a violation of any present or future zoning laws, ordinances or regulations, such zoning laws, ordinances, or regulations shall be controlling with respect to the provision in question. In the event that these covenants contain provisions which are more strict than the provisions of such zoning laws, ordinances or regulations, then the provisions of these covenants shall prevail over the requirements of the zoning laws, ordinances or regulations or the county or municipality having such jurisdiction over this property.

18. SEVERABILITY

Invalidation of any one of these of these Covenants Conditions and Restrictions by judgment or court order shall in no way affect any of the other provisions of these Covenants Conditions and Restrictions and they shall remain in full force and effect.

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1. ME

2. PRO

August, 2005.
Brian Colburn
 Brian Colburn

Charlene Hovey
Charlene Hovey

THE GREENWOOD SOUTH HOMEOWNERS ASSOCIATION BY-LAWS

As voted and approved, March 14, 2007

Article I - Name

The name of the Association shall be "The Greenwood South Homeowners Association" and shall be incorporated under the laws of the State of Colorado as a nonprofit, perpetual homeowners association.

Article II - Membership

The membership of the Association shall be composed of the homeowners of record of Greenwood South subdivision. Which is further defined as those 96 homes covered by the Protective Covenants of Greenwood South.

Article III - Purpose

The purpose of the Association shall be to encourage civic and community development. Said encouragement shall promote, but not be limited to:

1. Control of maintenance of the protective covenants through operation of the Architectural Control Committee.
2. Active membership in the Centennial Council of Neighborhoods "CenCON".
3. The publication of an area directory to include the name, address, telephone number, names of children, e-mail address, as each member household desires. It shall also contain a service directory list of available baby sitters, lawn maintenance persons and odd-jobbers in the area. This service directory is limited to, the teenage residents of the area seeking employment through these means. This publication shall be updated as needed by the direction of the board. It will be distributed only to the homeowners of Greenwood South.
4. Publication of a quarterly Newsletter to describe and elucidate the new issues affecting area-wide development. This newsletter will be published and distributed in the months of February, May, August and November.
5. To form a united area of homeowners through which the Homeowner's Association can voice their needs and desires of and for the area to the City of Centennial.

THE GREENWOOD SOUTH HOMEOWNERS ASSOCIATION BY-LAWS

Article IV - Dues

The annual dues for membership in the organizations shall be \$20.00 per year per household which can be increased from time to time per Article X.

Article V - Fiscal Year

The fiscal year for the Greenwood South Homeowners Association shall commence March 15 of each year and end March 14 of the subsequent year.

Article VI - Voting Rights

Each member household shall be able to cast one (1) vote. Voting may be in person or, if approved by the officers of the Association, by proxy. Procedures of the meetings will be governed by "Roberts' Rules of Order."

Article VII - Meetings

The Association shall call the following meetings:

Section 1. Homeowner's meetings are to be held during the months of March and September. The purpose of the March meeting is to elect officers and establish goals for the next year's business.

Section 2. Special meetings to be called by the President whenever the officers deem it to be necessary or when ten (10) or more member households request a meeting.

Notice of the Homeowner's or Special meetings to be held will be announced in the quarterly Newsletter, special bulletin/flyer or post card which is distributed to the homeowners by the Block Representatives or mailed. Each Homeowner's or Special meeting will be considered to have obtained a quorum if ten (10) voting member households are present.

Section 3. Officer's meetings are to be held during the second week of each month. If this schedule cannot be attained for some reason then it will be the discretion of the Officers to schedule different meeting arrangements. However, at a minimum Officer's meeting will be held once per month. Procedures of all meetings will be governed by "Roberts' Rules of Order".

THE GREENWOOD SOUTH HOMEOWNERS ASSOCIATION BY-LAWS

Article VIII - Board of Directors

The Officers of the Association are to be as follows:

1. The President is the Chief Executive Officer of the Association. His/Her duties are to call meetings, preside at all meetings and represent the Association in all outside activities, except as herein provided. These exceptions are provided in number 5 of this Article (CenCON Representative) and also Article IX (Committee appointments). The President, with the majority consent of the other officers, will appoint members to non-elective committees as they may be formed from time to time and will appoint officers to fill vacancies that may develop through resignation or other failures to fill an elected position.
2. The Vice President shall act as the supervisor for functions, activities and committees of the Association. The Vice President shall also perform the President's functions in the President's absence.
3. The Secretary/Treasurer will keep the minutes and records of the Association and be custodian of all monies of the Association. The Secretary/Treasurer is also charged with submitting a written report and budget at each Annual Meeting. The Association will establish a bank account. All money disbursements must be countersigned by either the President or Vice President.
4. There will be elected five (5) Block Representatives, each representing a contiguous area of approximately 19 homes. It will be the duty of these Block Representatives to bring to the attention of the Association any and all neighborhood concerns or questions. Each Block Representative will also be responsible for collecting dues from the membership, obtaining membership for new arrivals in the area, and distributing the Newsletter and other Association correspondence when applicable. Each Block Representative is also a member of the Architectural Control Committee.
5. The Association will also elect a CenCON Representative to represent the Association at the monthly CenCON meetings. The CenCON Representative must report the considerations of the CenCON meeting in a summary column of the quarterly Newsletter.

Removal of any Officer may be accomplished by a simple 2/3 vote of the members present at any meeting, provided that the meeting has a quorum present. Removal may be for cause or without cause. All vacancies, whether created by removal or resignation, will be filled by appointment. Appointment powers, with

THE GREENWOOD SOUTH HOMEOWNERS ASSOCIATION BY-LAWS

(Article VIII cont.) consent of the officers of the association, are vested in the President or his designee, the Vice President.

✓ Article IX - Committees

Committees, standing and special, may be designated and appointed by the President with and by the consent of the Officers of the Association.

Article X - Amendments

Amendments to the Bylaws may be accomplished by a vote of 2/3 of a quorum of members at any meeting, provided that the amendment was published in the previous Newsletter, bulletin/flyer or post card.

Article XI - Election of Board

Section 1. The Executive Board: President, Vice President, Secretary/Treasurer, and CenCON Representative, will be elected for a period of two years. The President and CenCON representative will be elected in "even" years. The Vice-President and Secretary-Treasurer will be elected in "odd" years.

Section 2. Immediately following the election of officers at the March meeting, the new members will meet with the vacating board members to transfer records and responsibility.

Section 3. Each Block Representative will be elected annually with a term starting in the month of March of each year.