

AMENDED CC&Rs ADOPTED ON JULY 28, 2022
THE SEASONS AT TIARA RADO OWNERS' ASSOCIATION

Section 101(u). "Recreational Vehicle" shall have the meanings provided in C.R.S. § 24-32-902, as may be amended from time to time. As currently defined in C.R.S. § 24-32-902, "Recreational vehicle" means a vehicle designed to be used primarily as temporary living quarters for recreational, camping, travel, or seasonal use that either has its own motor power or is mounted on or towed by another vehicle. "Trailer" means any wheeled, non-self-propelled means of transport, designed primarily for the transport of goods or materials or for the temporary living area for humans or animals.

Section 2.07 – Commercial Signs and Flags. Standard real estate signs not greater than 30 inches by 18 inches are permitted. Such signs must be removed within 10 days after transfer of ownership occurs or a lease has been signed. All commercial signs must be free standing and cannot be placed on any wall, fence, building, tree, bush or other structure. Signs no larger than 9 inches by 11 inches relating to a home security and alarm system are permitted. A general building contractor constructing a new residence on a Lot is permitted one sign no larger than 9 square feet in sign area. The general contractor can permit subcontractors or suppliers to use space within the 9 square foot area. No separate subcontractor or supplier signs are permitted. Signs of contractors or suppliers performing maintenance or repair work in the subdivision are not permitted. No advertising, billboards, or signs of any character shall be erected, placed, permitted or maintained on the Common Area without the Association's express written consent. All signage must be kept in good repair and appearance or it may be removed at the discretion of the Board.

Section 2.08 – Property to be Maintained. Each Lot, all Buildings, and all Improvements shall at all times be kept in a clean, well-maintained condition. No trash, dirt piles, gravel piles, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other junk, trash, rubbish, or building materials shall be permitted to remain exposed upon any Lots so that same are visible from any neighboring Lot or street. Owners shall not allow noxious weeds to grow on their property. No garbage, refuse, rubbish or cuttings shall be deposited on any street before 7 p.m. the evening prior to designated trash pickup times, with the exception of spring and fall clean-up dates. Trash containers shall be kept in clean and sanitary condition. Prior to disposal, all garbage, rubbish and trash shall be stored in appropriate trash receptacles and shielded from view.

Section 2.13(a) – Storage and Parking. All resident motor vehicles shall be parked, kept and stored in garages, driveways, or areas specifically designed and intended for the parking of vehicles only. Residents may not park their vehicles on city streets within the Subdivision for more than 72 hours without written approval from the Board. Written approval may include email. Garages, driveways and parking areas are for the parking of vehicles and shall not be converted to living, recreational or business spaces.

Section 2.33 – Temporary Expedience for Recreational Vehicles and Trailers. Owners are permitted to park Recreational Vehicles and Trailers (see *Definitions, Section 1.01(u)*) within the Subdivision only as Temporary Expedience in support of loading or unloading. As used in this

section a "Temporary Expedience" is a period of 48 hours, with no consecutive 48-hour periods to be allowed. A variance may be granted by the Board if, and only if, circumstances prevent relocation within 48 hours.

Section 6.01(b) – Walls Adjoining Berm & Golf Course. Walls may be constructed at the rear of any Lot where such Lot abuts the Tiara Rado Golf Course or the common area located on Lot C immediately to the rear of Lots 11 through 17, inclusive. If such a wall is built, it shall be no higher than 4 feet above the average finished grade on both sides of the finished wall and uniform in design, material and color as may be specified by the DRC. All such walls must be within the boundaries of the Lot and may not be closer than ten (10) feet, measured perpendicularly, from the property line of Lot C, if applicable.

Walls may be constructed to the rear of Lots 10 and 18, provided such walls are within the boundaries of the Lot, are no higher than 6 feet above the average finished grade on both sides of the finished wall, and are uniform in design, material and color as may be specified by the DRC. The Owners of Lots 10 and 18 are financially responsible for any damage to conduit and irrigation lines resulting from the construction or maintenance of such walls or fences within their respective Lot.

Section 10.05 – (DRC) Review Procedures. The DRC shall approve or disapprove all complete applications, within the meaning of section 10.04(b), within (30) days after submission. In the event that the DRC fails to approve or disapprove such application within the thirty (30) day period, such application will be deemed approved. The application must be resubmitted for approval if the Start of Construction has not occurred within six (6) months from the date of application approval by the DRC. Approval of proposed plans does not waive the necessity of obtaining any required city or county permits. Obtaining a city or county permit does not waive the requirement for DRC approval. Additional considerations for DRC reviews can be found in *Design Rules and Regulations*.

Section 10.09 – Variances. The DRC may grant, subject to board approval, reasonable variance or adjustments from any conditions and restrictions imposed by this Amended Declaration in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property, Buildings, or Improvements in the neighborhood and shall not violate the general intent and purpose hereof.

Variances must be applied for prior to the start of construction. Variances applied for after a project is completed will not be considered. All variances will require written notice and detailed information for the requested variance. The DRC will attempt to be consistent; however, a hardship or practical necessity on one property may not be considered a hardship or practical necessity on another.

The DRC will not approve a variance request unless a hardship or practical necessity is properly demonstrated and documented. Additional considerations for DRC approvals can be found in *Design Rules and Regulations*.

Section 10.11(g). Use native/low water plants, i.e., xeriscaping.

Section 10.13 – Review of DRC Decisions. Prior to the adoption of DRC decisions, Owners submitting projects for approval may request a review of the decision by the Board. Additionally, the DRC shall poll its members to determine if there are any requests for a review of the decision. Should a request be made, it shall be submitted to the Board for review at the next regularly scheduled or special Board meeting. The Board's review shall only consider whether DRC decisions violate the Seasons Amended Declaration, Bylaws, Policies, Rules and Regulations or other governing documents. The Board will then vote to uphold or reverse the decision based on those criteria alone. The vote will be based on a simple majority of the quorum present. The Board shall communicate its decision in writing to the DRC and the Lot Owner affected by the decision.

Section 11.01 – Failure to Maintain. Each Owner shall maintain the exterior of the dwelling unit and all other Improvements in good condition and shall cause them to be repaired as the effects of damage or deterioration become visibly apparent to neighbors and from public-facing views. Each Owner shall maintain the Lot, Dwelling Unit, Outbuildings, Fences and all Improvements in good repair and appearance at all times.

Upon the Owner's failure to maintain the exterior of any structure or grounds on his or her Lot in good repair and appearance, the Board may, at its option, after giving the Owner thirty (30) days' prior written notice to make or schedule repairs, make such repairs and improve the appearance in a reasonable and workmanlike manner at the Owner's expense.

Section 11.03 – Assessment of Cost, page 35. The cost of such maintenance or landscaping referred to in Sections 11.01 and 11.02 of this Article shall be assessed against the Lot upon which such maintenance or landscaping is performed and shall be added to and become part of the regular assessment or charge to which such Lot is subject until paid.

12.01 – Owner's Easements of Enjoyment. Subject to rules and regulations enacted by the Board, every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area as limited by *Article 13.2.F Berm Common Area, Filing 4 Lots 1-18 Amended Declaration 1995*. Such easement shall be appurtenant to and shall pass with the title to every Lot and Building.

Article 13, Easements and Reservations. Owners with easements on neighboring properties shall give notice to those neighbors when accessing the easement.

Certification of Adoption

IN WITNESS of the vote of the Owners held at a meeting called pursuant to proper notice for, among other things, consideration of approving the above Amended Covenants, Conditions and Restrictions (CC&Rs), where a quorum of the Owners appeared in person or by proxy and Owners representing at least sixty percent (60%) of the votes allocated under the Former Declaration voted in favor of the above Amended CC&Rs, the Association, through its president, sets its hand and seal the day of July 28, 2022.

The Seasons at Tiara Rado Homeowners' Association
a Colorado non-profit corporation



Sharon Currie Mills, Secretary 8/10/2022