

*Artisan Plazas I Homeowners Association.  
c/o Management & Maintenance, Inc.  
7803 E. Harvard Avenue  
Phone: (303)755-2732  
Fax: (303)755-4509*

February 16, 2021

*Re: Proposed Amendment to the Amended and Restated Declaration of Covenants,  
Conditions and Restrictions of Artisan Plazas I (“Declaration”)*

Dear Owner:

Artisan Plazas I Homeowners Association (“Association”) is seeking your approval of an Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Artisan Plazas I (a Planned Community) (the “Proposed Amendment”). The purpose of the Proposed Amendment is revise and update certain provisions of the Declaration regarding maintenance obligations, fences, pets, antennas, parking and trash remove within the Community.

The Board has decided to conduct the vote on the Proposed Amendment by mail pursuant to C.R.S. §7-127-109 and has therefore enclosed a Ballot for you to cast your vote on the Proposed Amendment. You may vote for or against the Proposed Amendment on the enclosed Ballot.

In order for the Association to meet quorum, Ballots by at least 20% of the members eligible to vote must be returned (i.e., 12 out of 60 votes). In order for the Proposed Amendment to be approved, Owners holding at least 67% of the total votes (i.e., 41 out of 60 votes) must vote in favor of the Proposed Amendment. In addition, the Proposed Amendment must be approved by the Master Association.

**Please cast your vote on the enclosed Ballot** and return to the Association as soon as possible, **but no later than Thursday, April 17, 2021 at 5:00 p.m.** Ballots returned after the foregoing deadline cannot be counted so it is imperative that you return the ballot by the deadline. You may mail your ballot back to the address above or scan/email to your Association manager, Brian Reid, at [breid@managementandmaintenance.net](mailto:breid@managementandmaintenance.net), or return to any of the current Board members.

The prompt return of the enclosed Ballot will aid the Association in reducing the expense of additional solicitations. If you have any questions regarding this letter or the enclosed Proposed Amendment, please contact Brian Reid at the above-referenced phone or email, or any of the current Board members.

Sincerely,

Artisan Plazas I Homeowners Association  
Board of Directors  
Enc.

**BALLOT FOR VOTE ON AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
ARTISAN PLAZAS I (A PLANNED COMMUNITY)**

Artisan Plazas I Homeowners Association (the "Association") solicits your vote by written ballot for voting on the Amendment to the Declaration of Covenants, Conditions and Restrictions of Artisan Plazas I to revise and update certain provisions regarding maintenance obligations, fences, pets, antennas, parking and trash remove within the Community (the "Proposed Amendment").

**VOTE ON THE PROPOSED AMENDMENT**

I/We represent myself/ourselves to be (an) owner(s) of a Unit within the Artisan Plazas I community, at the following address: \_\_\_\_\_.

**I/We cast my/our vote in reference to the following matter as indicated. Check ONE only:**

\_\_\_\_\_ Vote IN FAVOR of and APPROVE the Proposed Amendment

\_\_\_\_\_ Vote AGAINST and REJECT the Proposed Amendment

\_\_\_\_\_  
Owner signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner signature

\_\_\_\_\_  
Date

**Return to:**

Artisan Plazas I Homeowners Association  
c/o Management & Maintenance, Inc.  
7803 E. Harvard Avenue, Denver, CO 80231

**Or scan/email to: [Breid@managementandmaintenance.net](mailto:Breid@managementandmaintenance.net)  
Or return to any of the current Board members**

AFTER RECORDING RETURN TO:  
Altitude Community Law P.C.  
555 Zang St., Suite 100  
Lakewood, CO 80228  
ATTN: DAF

**AMENDMENT  
TO THE  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF ARTISAN PLAZAS I**

THIS AMENDMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**RECITALS**

A. Artisan Plazas I Homeowners Association, a Colorado nonprofit corporation, (the "Association") recorded that certain Amended and Restated Declaration of Conditions, Covenants, Restrictions for Artisan Plazas I recorded in the Office of the Clerk and Recorder or the City and County of Denver, State of Colorado on October 9, 2008, at Reception No. 2008138579, as amended and supplemented by documents of record, if any (the "Amended and Restated Declaration").

B. The A&R Declaration provides for and allows for this Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Artisan Plazas I (the "Amendment") in Article X, Section 10.6, which provides as follows:

Except as otherwise provided in the Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of at least 67% of the total Association votes and the written approval of the Master Association.

C. All Owners are aware of the provisions of the Amended and Restated Declaration allowing for amendment, by virtue of the record notice of the Amended and Restated Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

D. This Amendment has been prepared and determined by the Association and by the Owners that have approved this Amendment to be reasonable and not burdensome.

E. The purpose of this Amendment is to update provisions addressing maintenance, fences, pets, antennas, parking, and trash removal within the Community.

F. The undersigned, being the President and Secretary of the Association, hereby certify that at least 67% of the total Association votes have consented and agreed to this Amendment and the Master Association has approved this Amendment. Alternatively, the Association has obtained approval for this proposed Amendment pursuant to the terms and conditions of the Colorado Common Interest Ownership Act.

NOW THEREFORE,

I. Amendments. The Amended and Restated Declaration is hereby amended as follows:

- (a) **Repeal and Restatement**. Sections 4.1(a)(ix) and 4.1(a)(x) shall be repealed in their entirety and the following Sections 4.1(a)(ix) and 4.1(a)(x) shall be substituted:

(a) Except as otherwise set forth in this Section or this Declaration, the Association shall provide the following services and shall maintain, replace, repair, improve, and keep in good repair as a Common Expense the following:

(ix) all fences, whether within or outside Lot boundaries, along the ~~outside boundaries~~ perimeter of the Community ~~and or located within the boundaries of a Lot~~ unless installed or upgraded by a homeowner;

(x) snow clearing on sidewalks along the street and in front of the Townhouses, walks leading up to front doors and front porches only; provided that the ~~Board Association~~ shall have the discretion when such snow clearing is needed ~~the amount of snow on sidewalks and roads that will require removal;~~

- (b) **Repeal and Restatement**. Section 7.6 shall be repealed in its entirety and the following Section 7.6 shall be substituted:

Section 7.6 Restrictions on Pets. Up to two Pets per Lot, which comply with state and local restrictions, may be kept on a Lot, *if* the Pet is not a nuisance to other residents. No resident shall maintain or keep any Pet which, in the sole discretion of the Board, is considered to be a danger to the Owners, management staff or residents in the Community or is otherwise considered to be a dangerous breed, as may be further defined in the Rules and Regulations. If a Pet is deemed a nuisance by the Association, the resident having control of the Pet shall be given a written notice to correct the problem and if not corrected, that resident will be required to remove the Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in the Declaration or the Rules and Regulations, if any. Pets may not be kept for any commercial purposes. ~~Animals are not permitted in the recreational areas.~~ When on other Common Area, Pets must be on a leash and under control. Pet waste left upon the Common Area must be removed promptly by the owner of the Pet or the person responsible for the Pet. Pets shall not be allowed to defecate or urinate on any patio or balcony in the Community. Owners shall hold the Association harmless from any claim resulting from any action of their Pets or the Pets of their tenants, guests, or other invitees.

- (c) **Repeal and Restatement.** Section 7.7 shall be repealed in its entirety and the following Section 7.7 shall be substituted:

Section 7.7 Antennae. "Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on a Lot which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Lot.

Owners installing a satellite dish on the roof or stucco of their Units shall reimburse the Association for any and all costs associated with the repair of such installation, including if such installation shall void any warranty contained on the roof.

- (d) **Repeal and Restatement:** Section 7.10(c) shall be repealed in its entirety and the following Section 7.10(c) shall be substituted:

(c) The following may not be parked or stored within the Community, unless such parking or storage is within ~~a the~~ garage with the garage door in a closed position on a Lot, or unless authorized in writing by the Association or is otherwise exempted by Colorado law: ~~oversized vehicles, trucks or pickup trucks over 3/4 ton,~~ commercial vehicles, vehicles with commercial writing on their exteriors, trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by rule or regulation. The foregoing may be parked as a temporary expedience for loading or delivery of goods or services. Overnight parking is prohibited. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for

construction or for the maintenance of any Common Area, Lots, or any improvement located thereon.

- (e) **Repeal and Restatement:** Section 7.17 shall be repealed in its entirety and the following Section 7.17 shall be substituted:

Section 7.17 Trash Removal Restriction. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road or any Common Area or on any Lot, unless placed in a suitable container suitably located. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans or receptacles shall be maintained in an exposed or unsightly manner. If trash removal is a service ever offered by the Association to Owners, then the Association shall have the exclusive right to engage a trash removal contractor on behalf of the Owners. Trash cans must be kept in such a manner as they are screened from view and not visible from the street unless such trash cans are put out for collection. No trash cans may be put out for collection more than 12 hours prior to the day of collection and must be removed and stored within 12 hours of collection.

II. No Other Amendments. Except as amended by the terms of this Amendment and any previous amendments, the Amended and Restated Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

**Artisan Plazas I Homeowners Association, a**  
Colorado nonprofit corporation

By: \_\_\_\_\_  
President

**ATTEST:**

By: \_\_\_\_\_  
Secretary

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as President of Artisan Plazas I Homeowners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as Secretary of Artisan Plazas I Homeowners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

