

PROTECTIVE COVENANTS

WHEREAS, WITKIN VII, INC., a Colorado corporation, is the owner of the following described real property, situate in the County of Jefferson, State of Colorado:

Lots 468 through 700, inclusive
Lake Arbor Filing No. 5
Jefferson County, Colorado

WHEREAS, Witkin VII, Inc., is desirous of maintaining said real property as a first-class residential district.

NOW, THEREFORE, said owner does for itself, its grantees, successors and assigns, hereby declare, impose and establish conditions and protective covenants with respect to the real property above described as follows:

1. LAND USE AND BUILDING TYPE. No building shall be used for anything other than residential purposes, except that Witkin VII, Inc. may use residential dwellings for offices and model show homes, field construction offices and general business offices until such time as Witkin VII, Inc., or its assigns, shall have completely developed its building of homes on land presently owned by Witkin VII, Inc., or on land it may hereafter acquire in Sections 36, 25 and 26, Township 2 South, Range 69 West, of the Sixth P.M., Jefferson County, Colorado. No building, except as hereinabove provided, shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars, except that Witkin VII, Inc., or its designees may erect and use single family dwellings as show homes and sales offices for sales purposes, field construction offices, storage facilities and general business offices.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed and no exterior additions or alterations to any exterior improvements or changes in fences, walls or other structures shall be commenced, erected or maintained until and unless the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme and location of such structures and the grading plan and finished grade elevations of the site to be built upon shall have been submitted to and approved by the Architectural Control Committee hereinafter identified, and a copy thereof as finally approved lodged permanently with said Committee. No landscaping on any site shall be done until a landscaping plan shall have been submitted to and approved by such Committee. Such Committee shall have the right to refuse to approve any such plans and specifications or grading or landscaping plans which are not suitable or desirable in the Committee's opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading and landscaping plans, the Committee shall have the right to take into consideration the suitability of the proposed building or other improvements and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the

topography of the land and the effect of the residence structure or other improvements as planned on the outlook from the adjacent or neighboring property, and with the general residence plan of the properties. All subsequent additions to or changes or alterations in any residence, fence, wall or other structure, including exterior color scheme and all subsequent additions to or changes or alterations in any grading or landscaping plans shall be subject to the prior approval of the Architectural Control Committee.

No exterior mounted radio, short wave or television or other type of antenna shall be permitted except on an interior roof, the elevation of which is lower than the surrounding roof so that such antenna installation is not visible from any other sites, and from the streets.

No tanks of any kind, either elevated or buried, shall be erected, placed or permitted upon any site.

No house trailer, camping trailer, boat trailer, hauling trailer, running gear, or boat or accessories thereto, truck of any type or van shall be parked, stored or maintained on any site, including the streets adjoining a site, unless the same is stored, parked or maintained wholly within the garage area of the improved site or in the back yard and shall be concealed from the street by means of a fence or other acceptable screen. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residence or owners of the sites, to the Association, or contractors within the properties.

All garage doors shall be kept in a closed position so that the contents therein are concealed from view from any other sites, from any common area and from the street.

Declarant, its successors and assigns, and its employees, representatives, agents and contractors may maintain a business and sales office, construction facilities and yards, trucks, equipment, parking areas, model residences, displays facilities, advertising signs, and displays, and other developer's facilities reasonably necessary, appropriate or customarily used required during the construction, development and sales period.

No building material of any kind or character shall be placed upon any Lot except in connection with construction approved as hereinafter provided. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted.

No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a street.

Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$9,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum structure, exclusive of one-story open porches and garages shall be no less than 850 square feet for one-story dwelling, nor less than 900 square feet on the main and upper level of a split-level dwelling, nor less than 600 square feet on the first floor for a dwelling of more than one story.

4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than 15 feet to the front lot line except that buildings fronting exclusively to the front lot line except that buildings fronting exclusively on the bulb of a cul-de-sac shall not be nearer than 10 feet; nearer than 15 feet to any side street line; nearer than 3 feet to an interior lot line; nor nearer than 15 feet to the rear lot line. No principal structure shall be located within 10 feet of any other principal structure. The limitations established by any municipal, county or state governmental authority having jurisdiction over zoning and construction of single family detached residences in the Lake Arbor Subdivision shall govern over the above setback limitations when the governmental authority limitations are more restrictive.

(b) For the purposes of this covenant, eaves, steps, fences, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 55 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.

6. EASEMENTS. Easements for installations and maintenance of utilities and drainage facilities are reserved as set forth in the recorded plat, and over the rear five feet of each lot. Within these easements no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which public authority or utility company is responsible.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, except if necessary, that temporary buildings may be erected and used by Witkin VII, Inc., or its designees for use in developing and construction of homes on the building sites.

9. SIGNS. Except as is otherwise provided herein, no signs of any kind shall be displayed to the public view on any site except one sign of not more than six (6) feet square advertising that site or real property interest for sale or rent, except that Witkin VII, Inc. or its designees shall be permitted to place signs on any lot or lots to advertise the property during the development, construction and sales period.

10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. LIVESTOCK AND POULTRY. No animals, or livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. GARBAGE AND REFUSE DISPOSAL. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, and not any lot unless placed in a suitable container suitably located, solely for the purpose of garbage pick-up. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. The Architectural Control Committee is composed of:

Lou Witkin, 3211 So. Monroe Street, Denver, Colorado
Jack A. Witkin, 2979 So. Detroit Way, Denver, Colorado
Philip D. Winn, 5431 Conley Way, Denver, Colorado

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have the full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after seven years from the date of the recording of these covenants, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(b) PROCEDURE. The committee' approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 90 days after plans and specifications have been submitted to it, then approval will be deemed to have been given and construction may be started provided no suit to enjoin the construction was commenced during said 90 day period.

15. FENCES. No chain link wire fence shall be erected on any lot. All other fences may be erected provided the location and quality thereof are first approved in writing by the Architectural Committee and are consistent with the rules and regulations as established by the applicable zoning authorities having zoning jurisdiction over any of the real property aforesaid in these covenants.

16. STREET LIGHTING. All lots are subject to and bound by Public Service Company tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

17. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

19. PEDESTRIAN WALKS. All pedestrian walks shown on a recorded plat, whether located on the front of, or on the rear of, or between a platted lot (a) shall be for the enjoyment, use and benefit of the owners of the several lots, their guests, invitees, successors in interest and/or agents or any other member of the general public on the premises. No fence may be erected on either side of a pedestrian walk unless the location of such fence is first approved in writing by the Architectural Control Committee.

20. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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APPOINTMENT OF AGENT

WHEREAS, the Architectural Control Committee for Lake Arbor Filing(s) #1, 2, 3, 4, and 5, County of Jefferson, State of Colorado, is empowered through the Protective Covenants established for said filing(s) to appoint a representative to act for it,

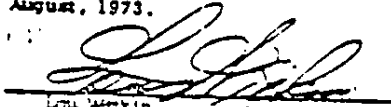
WHEREAS, the Committee is desirous of appointing such a representative and


WHEREAS, the Lake Arbor Homeowners Association, a non-profit corporation chartered in the State of Colorado, is willing to act as said representative,

NOW THEREFORE, the Architectural Control Committee for Lake Arbor Filing(s) #1, 2, 3, 4, and 5 does for itself appoint the Lake Arbor Homeowners Association as representative to act for it as follows:

1. The Lake Arbor Homeowners Association shall receive, approve or disapprove, all plans as are required in the protective covenants to be submitted to the Architectural Control Committee with the exception of those plans described in Paragraph 2 below.
2. The Association via this document shall not receive implied or expressed control over any improvements erected or placed in Lake Arbor by Witkin Homes, Inc., or its assigns. More specifically, there shall be no control over the plans and specifications, exterior color schemes, locations of structures, grading and finished grade elevations of the sites of any lot and improvements being developed by Witkin Homes, Inc., or its assigns.
3. The Association shall maintain records as required by the Covenants.
4. The Association through its Board of Directors may establish an Architectural Control Committee to carry out the duties outlined in the covenants.

IN WITNESS WHEREOF, the undersigned members of the Lake Arbor Architectural Control Committee have hereto set their hands this 15th day of August, 1973.


Philip D. Winn


Jack A. Witkin

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State of Colorado)
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County of Jefferson)

The foregoing instrument was acknowledged before me this 1st day
of August, 1973, by Lou Witkin, Jack A. Witkin, and Phillip D. Winn.

WITNESS my hand and seal

My commission expires: December 14, 1976



Barbara A. Wright
Notary Public

COUNTY OF JEFFERSON
STATE OF COLORADO
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