

**PROTECTIVE COVENANTS
FOR
LOCHWOOD SUBDIVISION FILING NO. 8**

The following are Protective Covenants for Lochwood Subdivision, Filing No. 8, a Subdivision situate in the County of Jefferson, State of Colorado

PART A – PREAMBLE

WHEREAS, WOOD BROS. HOMES, INC., organized under and pursuant to the laws of the State of Colorado, is the sole owner in fee simple of the following land, to-wit:

LOCHWOOD Filing No. 8
EXCEPT Lots 27 through 32, Block 1 and Lots 1 through 7, Block 5
Jefferson County, Colorado

AND WHEREAS, the above described owner is about to sell, convey and dispose of the property above described, and desires to subject said property to certain protective restrictions, conditions, covenants and charges, all of which are hereinafter set forth, to the end that harmonious and attractive development of the property may be accomplished, and that the health, comfort, safety, convenience and general welfare of subsequent owners of the property may be promoted and safeguarded.

PART B – RESIDENTIAL AREA COVENANTS

B-1. Land Use and Building Type. No site shall be used except for residential purposes. Only single-family dwellings, private garages for at least two cars and other outbuildings directly incidental to residential use shall be erected, altered, placed or permitted to remain on any site.

B-2. Architectural Control. No building shall be erected, placed or altered on any site until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Part C of these Protective Covenants.

B-3-1. Dwelling and Size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,400 square feet of finished living area for one-story structures, 1,250 square feet of finished living area for the main floor and top level combined of tri-levels, and 1,000 square feet of finished living area for the ground floor of two-story structures and the lower level of mid-entry homes (all exclusive of basements). Total square footage for two-story or mid-entry structures shall not be less than 2,000 square feet of finished living area.

B-3-2. Minimum Dwelling Value. No dwelling shall be erected under these Protective Covenants which shall result in a total value (land plus dwelling) of less than Thirty Thousand Dollars (\$30,000.00).

B-3-3. Roofs. All homes shall be constructed with tile or wood shingle roofs.

B-3.4. Driveways. All driveways shall be constructed of concrete or asphalt.

B-3.5. Fences. (A) Perimeter Fences – All subdivision perimeter fences shall be maintained by the site owner upon whose land said fence is constructed. Said fences shall be maintained in the original erected condition and shall not be painted or altered without the approval of the Architectural Control Committee. (B) Other Fences – No fence or wall shall be placed upon or between any site or sites without first being approved, as to the location, type of fence, and material to be used, by the Architectural Control Committee. No chain link fences shall be permitted nearer the street than the minimum building setback line or the actual building line, whichever is farther from the street.

B-3.6. Subdivision of Sites. No site shall be subdivided or parceled out without the approval of the Architectural Control Committee.

B-3-7. Move and Set. All construction within the subdivision shall be new constructions and no previously erected building, structure, or improvement shall be moved and set upon any lot from any other location.

B-4. Building Location. No building shall be located on any site nearer than 25 feet to the front nor 25 feet to the rear lot lines, nor nearer than 25 feet to any side street line. No building (excluding eaves and overhangs) shall be located nearer than 5 feet to an interior side site line. No building shall be closer than 20 feet to an adjacent building (excluding eaves, overhangs, and fireplace chimneys). No building or portion thereof (including eaves and overhangs), shall ever encroach upon any adjacent site, nor shall any building encroach upon utility easements hereinafter provided for.

B-5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, 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, obstruct, or retard the flow of water in and 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 a public authority or one or more utility company is responsible.

B-6. Nuisance. No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or may become an annoyance of nuisance in the neighborhood.

B-7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any site at any time as a residence, either temporarily or permanently.

B-8. Water and Sewer. No individual water supply system or sewerage disposal system shall be permitted on any site, and all dwellings must attach to such facilities as may be provided by such water or sanitation district as may serve the area.

B-9. Streets. All streets in the subdivision shall be constructed without curbs and shall include, as a part of said street, a swale on both sides of said streets. The maintenance of said swale shall be the responsibility of the adjacent site owner.

PART C – ARCHITECTURAL CONTROL COMMITTEE

C-1. Membership. The Architectural Control Committee is composed of John D. Wood, Jr., Floyd R. Wood and Robert R. Millican. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor such representatives as it may designate, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the area of Lochwood Filing No. 8 shall have 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. Control Committee address: 2109 South Wadsworth Boulevard, Denver, Colorado 80227.

C-2. Procedure. The Committee's 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 thirty (30) days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C-3. Criteria of Consideration. In addition to all the other criteria herein set forth, the Committee shall generally determine whether the proposed improvement will protect the then value and future values of the properties then located in the subdivision, and to be erected therein. The Committee shall in the exercise of its judgment and determination, use reason and good faith. Among the other considerations applied, the Committee will determine and base its approval or rejection upon the fact of whether said proposed improvements are reasonably comparable with other improvements erected and planned in said subdivision.

PART D – MISCELLANEOUS

D-1. Signs. No sign of any kind shall be displayed to the public view on any site except one professional sign of not more than one square foot; no sign of not more than five square feet advertising the property for sale or rent, or signs used

and erected by a builder to advertise the property during the period when construction and sales of new dwellings occur.

D-2. Oil and Mining Operations. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any site.

D-3. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any site, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided further, such dogs, cats or other household pets shall not exceed two or any one type of animal for each site.

D-4. Garbage and Refuse Disposal. No site shall be used or maintained as a dumping ground for rubbish. 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.

D-5. Sight Distance at Intersections. No fence, wall, hedge or shrub planting shall be placed or permitted to remain on any corner site except in conformity with the applicable resolutions, regulations and restrictions of city and county boards and agencies of the County of Jefferson, State of Colorado, nor shall any tree be permitted to remain with such areas unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

D-6. Radio and TV Antennas. Radio and TV aerials and antennas shall not exceed eight feet higher than the ridge or any structure, and shall be attached to said structure.

D-7. Storage of Boats, Campers, Trailers, Etc. No vehicles, boats, campers, trailers or other such contraptions or devices shall be stored or permitted to remain, for more than five (5) continuous days, on any lot, except within enclosed garages or is completely enclosed, 100% -secured-from-vision, areas, in the rear yard of the residence structure situate thereon.

PART E – STREET LIGHTING

E-1. Tariffs. All lots and tracts of LOCHWOOD FILING NO. 8 EXCEPT Lots 27 through 32, Block 1 and Lots 1 through 7, Block 5 are subject to and bound by Public Service Company of Colorado 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 of Colorado rates, rules and

regulations, including future amendments and changes on file with the Public Utilities commission of the State of Colorado.

PART F – GENERAL PROVISIONS

F-1. 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 twenty -five (25) years from the date they are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the sites has been recorded, agreeing to terminate said covenants or change them in whole or in part.

F-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages, or both.

F-3 Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Recorded in Jefferson County, Colorado on November 29, 1971, Book 2320, Pages 751-755