



WEST LOCHWOOD CIVIC ASSOCIATION

***AMENDED, RESTATED,
PROTECTIVE COVENANTS
FOR FILING NO. 9***

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**AMENDED, RESTATED,
PROTECTIVE COVENANTS FOR FILING NO. 9**

THIS AMENDED, RESTATED, DECLARATION is effective upon recording.

RECITALS:

- A. On February 24, 1972, Wood Bros. Homes, Inc. submitted the real property described in that certain Protective Covenants for Lochwood Subdivision Filing No. 9 recorded in the real property records of Jefferson County, Colorado at Reception No. 473261 in Book 2346, Page 446 (“Filing 9 Declaration”) to its covenants, conditions and restrictions;
- B. Collectively, the Filing 1 Declaration, the Filing 4 Declaration, the Filing 6 Declaration, the Filing 7 Declaration, the Partial Filing 8 Declaration, the Remaining Filing 8 Declaration, and the Filing 9 Declaration formed the “Lochwood Subdivision” (“Community”) and shall be known and referred to as the “Original Declarations”;
- C. The Owners within **Filing No. 9** desire to amend, and restate, the Original Declarations by virtue of this Amended, Restated, Protective Covenants for Filing No. 9 (“Declaration”), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded, and replaced by this Declaration; and
- D. The Original Declarations provide for and allow, separately, this Declaration in Part F, Section F-1 of each of the Original Declarations, which provide as follows:

These covenants are run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date they are recorded after which time said covenants shall be automatically extended for successive 10 year periods, 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;
- E. All Owners of **Filing No. 9** are aware of the provisions of the Original Declarations allowing for amendment, by virtue of the record notice of the Original Declarations, by acts and disclosures, newsletters or notices of the Association and by other means;
- F. The amendments within this Declaration have been prepared and determined by the Association and by the Owners of **Filing No. 9** that have approved this Declaration to be reasonable and not burdensome;
- G. The purpose of the Association as provided in the Declaration is to preserve the value and desirability of **Filing No. 9** and the Lots and to further the interests of the residents of the **Filing No. 9** and Members of the Association; and

H. Pursuant to the requirements set forth in Part F, Section F-1 of each of the Original Declarations, at least a majority of all Owners within **Filing No. 9**, separately, have approved this Declaration, or alternatively, a court order entered by the District Court for Jefferson County, Colorado pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration.

NOW THEREFORE, the Original Declarations for **Filing No. 9** are replaced, and superseded by the covenants, servitudes, easements and restrictions set forth below:

ARTICLE 1 DEFINED TERMS

Section 1.1 Defined Terms Each capitalized term in this Declaration shall have the meaning specified or used in the Act, unless otherwise defined in this Declaration or the context requires otherwise:

- (a) Act shall mean the Colorado Common Interest Ownership Act, *C.R.S. §38-33.3-101 et. seq.*, as it may be amended.
- (b) Active Member shall mean those Members which are current in payment of Voluntary Assessments, Special Assessments and Supplemental Assessments, if any.
- (c) Affiliated Member shall mean those Members which are not current in payment of Voluntary Assessments or Supplemental Assessments.
- (d) Assessment shall include all Voluntary Assessments, Supplemental Assessments and any other expense levied to Lots pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.
- (e) Association shall mean West Lochwood Civic Association, a Colorado nonprofit corporation, and its successors and assigns.
- (f) Board or Board of Directors shall mean the body, regardless of name, designated in the Governing Documents to act on behalf of the Association.
- (g) Common Expenses shall mean and refer to all expenditures made and liabilities incurred by or on behalf of the Association, together with any allocation by the Association to reserves.
- (h) Community or Lochwood Community or Planned Community shall mean the planned community known as “Lochwood,” and the real property subject to this Declaration and as further defined by the recorded Plats and the legal descriptions contained in this Declaration, and the Members of the Association.
- (i) Declaration or Protective Covenants shall mean and refer to this Amended, Restated, Protective Covenants for **Filing No. 9**, as amended, recorded in the office of the Clerk and Recorder of Jefferson County, Colorado
- (j) Governing Documents shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, any Maps and any Rules and Regulations of the Association, as all of the foregoing may be amended from time to time.
- (k) Lot shall mean and refer to any plot of land shown upon any recorded Plat of the Property.
- (l) Member shall mean any Owner **in Filing No. 9**. The terms “Member” and “Owner” may be used interchangeably.

- (m) Owner shall mean the owner of record title, whether one or more persons or entities, to any Lot or Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (n) Pet shall mean and include cats, dogs, birds, reptiles or other household animals, as may be further defined in or supplemented by the Rules and Regulations.
- (o) Plat or Map shall mean and refer to the plat(s) and/or map(s) of the Property and improvements that are subject to this Declaration and which are designated in the Plat or Map recorded in the records of the Office of the Clerk and Recorder of Jefferson County. More than one plat, map or supplement thereto may be recorded, and, if so, then the term “Plat” or “Map” shall collectively mean and refer to all of such plats, maps and supplements thereto.
- (p) Property shall mean the property described in or which is subject to the Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.
- (q) Rules and Regulations shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the **Filing No. 9** and/or clarification of the Governing Documents, including any amendment to those instruments.

ARTICLE 2

NAMES & DESCRIPTION OF PROPERTY/EASEMENTS

Section 2.1 Name and Type. The type of Common Interest Community is a Planned Community. The name of the Planned Community is Lochwood, of which Filing No. 9 resides. Additionally, the Lochwood Association is composed Filing No. 4, Filing No. 6, Filing No. 7 and Filing No 8 and 8A and Filing No 9. The name of the Association is the “West Lochwood Civic Association” “WELCA”.

Section 2.2 Property. The Planned Community is located in Jefferson County, State of Colorado. The Property of the Planned Community is described in *Exhibit A* of this Declaration, in Declarations, in the Plat, and/or is consistent with the common scheme and plan for the creation and operation of the Community. The number of Lots currently included in Filing No. 9 is 84. The Boundary for Filing No. 9 is the outlined area in the County of Jefferson, State of Colorado: The Filing No. 9 boundary on the West is the East side Union Blvd.; the boundary on the North shall be an imaginary line extending along Mississippi Avenue from Union Blvd following along the backyard property line (of homes facing West Texas Avenue), ending at NE corner of property 11305 West Texas Avenue; the boundary on the east will be the eastern property lines of 11305 and 11306 West Texas Avenue, continuing along the eastern boundary of Jim Hoida Memorial Park, Southeast and east along the backyard property lines (of homes facing South Routt Way, and South Robb Court), until intersection with the North side of Florida Avenue (SW corner of 1368 and SE corner of 1369 South Robb Court). The boundary on the South are the backyard property lines (of the homes facing South Routt Way) that are on the North side of Florida Avenue, excluding the property boundary of the Lochwood Fellowship Church. Other areas may be included at the discretion of the Board of Directors. Note: See Attach Map referred to as Exhibit A on page 21.

LOCHWOOD SUBDIVISION, Filing No. 9
EXCEPT Tracts A, B, and C
Jefferson County, Colorado

Section 2.3 Utility, Map and Map Easements. Easements for utilities and other purposes over and across the Lots may be as shown upon the Plat or Map of the Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

ARTICLE 3 THE ASSOCIATION

Section 3.1 Membership. Every person who is a record Owner of a fee interest in any Lot in **Filing No. 9** which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for such membership. Each Lot shall be allocated one vote which shall be cast as a single vote and shall not be subject to fractional voting. Members may be categorized in the discretion of the Board of Directors as Active Members or Affiliated Members, depending upon whether they are current in the payment of Voluntary Assessments, Special Assessments, and/or Supplemental Assessments.

Section 3.2 General Purposes and Powers of the Association. The Association, through its Board of Directors, shall perform functions and manage **Filing No. 9** as provided in this Declaration so as to protect the value and desirability of the **Filing No. 9** and the Lots. Any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designation and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.3 Authority of the Association. The business affairs of **Filing No. 9** shall be managed by the Association. The Association shall be governed by the Act, to the extent it applies to communities created prior to July 1, 1992, this Declaration, the Plat or Map, its Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to effect such right or privilege or to satisfy such duty or obligation.

Section 3.4 Indemnification. To the full extent permitted by law, each officer, director or committee member of the Association and other volunteer appointed by the Board of Directors shall be indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member or volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member or volunteer at the time such expenses are incurred, pursuant to the indemnification provisions set forth in the Bylaws and by Colorado law.

Section 3.5 Security Disclaimer. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in **Lochwood**; however, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in **Filing No. 9**. Furthermore, the Association does not guarantee that non-residents will not gain access to **Filing No. 9** and commit criminal acts in **Filing No. 9**, nor does the Association guarantee that criminal acts in **Filing No. 9** will not be committed by residents. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

Section 3.6 Education and Training. As a Common Expense, the Association shall, in accordance with the Act, provide education and training opportunities for Owners, residents and occupants, including providing funding and permitting use of facilities for such purposes. The Association shall provide education and training activities as a tool for fostering Owner, resident and occupant awareness of governance, operations and concerns of the Community and of the Association. The Association may also fund and support education and training for officers and directors.

Section 3.7 Right to Notice and Comment. Notice of significant matters affecting **Filing No. 9**, as determined by the Board, shall be given by the Association or through access to Association records, as further provided in the Bylaws or as otherwise provided by the Board of Directors.

ARTICLE 4 ARCHITECTURAL REVIEW

Section 4.1 Required Approval. No structures, including outbuildings, antennas (except as otherwise permitted in this Declaration), flag poles (except as otherwise permitted by the Act), fences, walls or any other improvements shall be constructed, erected or installed on a Lot, nor shall any alteration or change to the exterior of the improvements, be commenced unless complete plans and specifications shall have been first submitted to and approved in writing by the Board as may be outlined in the Rules and Regulations. Notwithstanding the foregoing, Owners shall not be required to obtain approval for paint colors.

Section 4.2 Acknowledgment of Owners. Owners acknowledge, accept and agree to the following:

- (a) Owners will not commence construction or installation of an improvement until they have submitted improvement plans and specifications and received written approval from the Board;
- (b) Board approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;

Section 4.3 Architectural Criteria. The Board shall exercise its reasonable judgment to the end that all attachments, improvements, construction and alterations to improvements on a Lot shall comply with the requirements set forth in this Declaration. The approval or consent of the Board on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finish grade elevation, and conformity with the specifications and purposes generally set out in this Declaration.

Section 4.4 Architectural Guidelines. Architectural guidelines may be proposed periodically, which guidelines may be approved by the Board of Directors and included in or with any Rules and Regulations of the Association.

Section 4.5 Variances. The Board may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in architectural guidelines.

Section 4.6 Waivers. The approval or consent of the Board, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Board as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 4.7 Liability. Any representative of the Board shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. Neither the Board nor the individual Board members shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements.

Section 4.8 Records. The Association shall maintain written records of all architectural approval applications submitted and all actions taken and decisions made with respect thereto. Such records shall be open and available for inspection and copying by any Owner and such Owner's designated agent(s) during reasonable hours of the business day according to any policy adopted by the Board.

Section 4.9 Enforcement. Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association shall have the right, but not the obligation, to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Section, the Association may be entitled to recover its costs and reasonable attorney fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Failure of the Association to enforce any covenant or restriction contained in this Section shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 5 COVENANT FOR ASSESSMENTS

Section 5.1 Voluntary Assessments. In order to be an Active Member in the Association, such Member shall agree to pay and be current in the payment of the Association's annual Voluntary Assessments. Voluntary Assessments shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties, as set forth in this Declaration, during such Voluntary Assessment year. Voluntary Assessments shall be allocated equally to all Lots, and shall be due and payable annually. Voluntary Assessments shall be assessed against all Lots equally. Those Members not current in the payment of Voluntary Assessments shall be deemed Affiliated Members, pursuant to the Governing Documents.

Section 5.2 Supplemental Assessments.

- (a) The Association shall have the right to assess Supplemental Assessments to any Owner for the following:
 - (i) those amounts expended by the Association for the benefit of any individual Lot or any occupant thereof, or any expenditure reasonably determined in the discretion of the Board to be allocable to a particular Lot;
 - (ii) improvement, repair, replacement or maintenance caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;
 - (iii) All fines and costs assessed against an Owner pursuant to the Governing Documents; and
- (b) Supplemental Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, including but not limited to, administration and witness fees, shall be the personal obligation of the Owner of such Lot at the time when the Supplemental Assessment or other charges became or fell due.
- (c) Supplemental Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Supplemental Assessment or charge is made. No Owner may become exempt from liability for payment of the Supplemental Assessments by abandonment of the Lot against which the Supplemental Assessments are made.
- (d) All Supplemental Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

- (e) Those Members not current in the payment of Supplemental Assessments shall be deemed Affiliated Members, pursuant to the Governing Documents.

Section 5.3 Effect of Non-Payment of Supplemental Assessments.

- (a) Any Supplemental Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 30 days after the due date thereof, as established by the Board of Directors, shall be subject to a reasonable late fee as determined by the Board of Directors.
- (b) Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Supplemental Assessments, charges or fees, or monthly or other installments thereof.

ARTICLE 6
COVENANTS AND RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 6.1 Flexible Application of the Subsequent Covenants and Restrictions. All Lots within **Filing No. 9** shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors or by an appropriate committee (subject to review by the Board of Directors) if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

Section 6.2 Authority. All provisions of the Governing Documents shall apply to Owners and their guests, tenants, invitees and licensees. Owners and their successors and assigns, by acceptance of a deed to their Lot, acknowledge that they have been given notice, and that:

- (a) The ability of Owners to use their Lots may be limited by the provisions in the Governing Documents.
- (b) The Board may, from time to time, adopt and amend definitions of words, phrases and terms used in this Declaration and other Governing Documents.
- (c) The Board may establish penalties for the infraction of all regulations and Owners will be responsible for fines assessed against their tenants, guests and invitees for violations of the restrictions.
- (d) All fines imposed are collectable in the same manner as Supplemental Assessments.

Section 6.3 Use/Occupancy. All Lots within **Filing No. 9** shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation, and permitted by this Declaration, subject to any Rules and Regulations adopted by the Association. Lots shall not be used for any purpose other than a residential dwelling except as set forth in this Section. Home occupations shall be allowed so long as the home occupations are incidental and secondary to the use of the Lot and do not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration. External advertising of any kind is prohibited. In no instance shall a home occupation be visible externally, nor shall any home occupation employ any person other than the Owner. Uses which have one or more of the following characteristics are not permitted: (a) manufacturing or fabrication of any kind; (b) storage of hazardous materials; (c) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; (d) permanent or long term parking of heavy equipment, including semi-trailers; (e) the use or rental of any structure on a Lot for any transient, hotel, motel, bed and breakfast, restaurant, bar or other commercial purposes.

Section 6.4 Leasing and Occupancy. Any Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record and subject to the following:

- (a) "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner. For the purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing.
- (b) Short term occupancies and rentals (of less than 30 days) of Lots shall be prohibited, without prior written permission from the Association.
- (c) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association.
- (d) Each Owner who leases his or her Lot shall provide the Association, upon request, a copy of the current lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.
- (e) Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.
- (f) All occupancies, leases and rental agreements of Lots shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.
- (g) Leases shall be for or of the entire Lot.
- (h) All Owners who reside at a place other than the Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

Section 6.5 Maintenance of Lots and Improvements. Owners are responsible for the maintenance, repair and replacement of the property and improvements located within their Lot boundaries. The Association, and its agents, shall have the authority, after giving the Owner 30 days written notice, to enter, replace, maintain, repair and clean up Lots which do not conform to the provisions of this Section, and to charge and collect from the Owner thereof all reasonable costs related as a Supplemental Assessment hereunder.

Section 6.6 Landscaping Requirements and Restrictions. The landscaping of each Lot shall be maintained by the Owner in a good, neat, attractive and well-kept condition in direct comparison to neighboring Lots in the area., whether xeriscaped or with turf, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, and removal of excessive weeds and debris. Owners shall be prohibited from pushing or depositing snow, leaves, debris and other items removed from their Lot onto the sidewalk or the street bordering such Lot.

Section 6.7 Restrictions on Pets, Animals, 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 other household pets may be kept in accordance with applicable governmental regulations, provided that they are not kept, bred or maintained for any commercial purpose; and provided further, such dogs, cats or other household pets shall not exceed two of any one type of animal for each site.

Section 6.8 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.

Section 6.9 Tanks. No tanks of any kind (either elevated or buried), except for small portable tanks associated with an outdoor gas grill shall be erected, placed or permitted upon any Lot without the prior written approval of the Association.

Section 6.10 Nuisances. 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 or nuisance in the neighborhood. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Lochwood Community or a portion thereof shall be observed.

Section 6.11 Water and Sewer. No individual water supply system or sewerage disposal system shall be permitted on any Lot, and all dwellings must attach to such facilities as may be provided by such water or sanitation district as may serve the area.

Section 6.12 Move and Set. All construction within **Filing No. 9** shall be new constructions and no previously erected building, structure, or improvement shall be moved and set upon any lot from any other location.

Section 6.13 Building Location. No building shall be located on any Lot nearer than 20 feet to the front nor 5.0 feet to the rear Lot lines, but in no event any nearer than 15 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 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.

Section 6.14 Site Area and Width. No dwelling shall be erected or placed on any site having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any Lot having an area less than 7,000 square feet.

Section 6.15 Vehicular Parking, Storage, and Repairs.

- (a) Parking in Filing No. 9 shall comply with local zoning ordinances and regulations, and shall be regulated by the Association.
- (b) Vehicles shall be prohibited from parking on any non-paved portions of an Owner's Lot, including lawn areas. Authorized parking areas of an Owner's Lot may include areas that are concrete, asphalt, paving stones or have been adequately rocked for parking.
- (c) The following may not be parked or stored within Filing No. 9, unless such parking or storage is within a garage on a Lot in which the garage door can be closed, is screened from view of other Lots in the Filing No. 9 by being parked behind a privacy fence a minimum of six feet in height or other approved structure, is authorized in writing by the Association, or is otherwise exempted by Colorado law: oversized vehicles, commercial vehicles, 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, not to exceed 5 consecutive days, for loading, delivery of goods or services, or emergency. This restriction shall not apply to trucks or other commercial vehicles temporarily located within Filing No. 9 which are necessary for construction or for the maintenance of Lots, or any improvement located thereon.
- (d) No abandoned, unlicensed or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot or within Filing No. 9, unless parked or stored within a garage or parked behind privacy fencing. An "abandoned or inoperable vehicle" shall be defined by Colorado statutes governing inoperable or abandoned vehicles on public streets, or as defined by rule or regulation adopted by the Association.
- (e) No parked vehicle may impede the safe and efficient use of the streets by residents, obstruct emergency access to/from Filing No. 9, or interfere with the reasonable needs of other residents to use their driveway, community streets or guest parking, if any.

- (f) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted outside of garages. This provision shall not be deemed to prevent washing and polishing of a vehicle, together with those activities normally incident and necessary to such washing and polishing. Minor repairs may be performed, provided they may be completed the day commenced, there is no damage (e.g., oil, residue) to paved areas, and all equipment and parts are removed upon completion of the work. No vehicles may be left unattended on jacks or jack stands.
- (g) Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall not be permitted.
- (h) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Lot, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required prior to the Association giving notice to the local governmental enforcement authorities.

Section 6.16 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of **Filing No. 9** which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the **Filing No. 9** which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of **Filing No. 9** except with the prior written approval of the Association.

Section 6.17 No Hazardous Activities. No activity shall be conducted on and no improvement shall be constructed on any Property within **Filing No. 9** which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property within the Community, including **Filing No. 9**. No open fires shall be lighted or permitted on any Property within **Filing No. 9** except in a contained barbeque unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent dispersal of burning embers unless otherwise prohibited by governmental ordinances. No Owner or Owners shall permit any condition on his Lot or Lots which creates a fire hazard or is in violation of applicable fire prevention regulations.

Section 6.18 Restrictions on Clotheslines. Except for retractable clotheslines which comply with reasonable aesthetic regulations adopted by the Board, no clotheslines or drying areas shall be installed, allowed, kept, maintained or permitted on any Lot unless the same, in each instance, is screened from view of other Lots and is located in the back yard area. No clothes drying shall be allowed on any fence.

Section 6.19 Restrictions on Signs and Advertising Devices. (a) Except as provided in this Section, no sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere on a Lot except such sign or signs as may be approved in writing by the Association. (b) Signs intended to impact the outcome of an election must be displayed in accordance with the Association's Rules and Regulations. (c) One professionally lettered "For Sale" or "For Rent" sign not to exceed five square feet and one professionally lettered security or alarm system sign not exceeding one square foot may be displayed on a Lot.

Section 6.20 Outbuildings and Temporary Structures. An “outbuilding” shall mean an enclosed or covered structure not directly attached to the dwelling it serves. No outbuilding or temporary structure, including mobile homes, shacks, or barns shall be allowed on any Lot unless approved in writing by the Board of Directors or the Architectural Review Committee. Further, no outbuilding or temporary structure shall be used on any Lot at any time for residential purposes, either temporarily or permanently.

Section 6.21 Trash Removal Restriction. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road, 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. All garbage cans, trash cans or receptacles shall be stored in an area that is screened from view and shall not be maintained in an exposed or unsightly manner. Trash cans shall be moved to the street no earlier than the night before the scheduled day for pick-up.

Section 6.22 Rules and Regulations. In furtherance of the provisions of this Declaration, and the general plan, Rules and Regulations concerning and governing **Filing No. 9** or any portion thereof may be adopted, amended, or repealed from time to time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 6.23 Compliance with Governing Documents. Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended.

Section 6.24 Compliance With Other Laws. No improper, offensive or unlawful use shall be permitted within **Filing No. 9** or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over **Filing No. 9** or a portion thereof shall be observed.

Section 6.25 Restriction on Mining and Drilling. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted in **Filing No. 9** nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted in **Filing No. 9**. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted in the Community.

Section 6.26 Sight Distance at Intersections. No fence, wall, hedge or shrub planting shall be placed or permitted to remain on any corner Lot 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.

Section 6.27 Use of the Words Lochwood and West Lochwood Civic Association. No Owner or resident shall use the words Lochwood or West Lochwood Civic Association or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

ARTICLE 7 INSURANCE/CONDEMNATION

Section 7.2 Insurance to be Carried by the Association. The Association may obtain and maintain in full force and effect, to the extent reasonably available at all times, the insurance coverage set forth in this Declaration and as set forth in the Act, which insurance coverage may include the following terms and shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

Section 7.3 Association Liability Insurance. The Association may obtain public liability and property damage liability insurance covering any property of the Association, in such limits as the Board may determine from time to time, and in all cases covering all claims for bodily injury or property damage. Coverage may include, without limitation, liability for personal injuries and operation of automobiles on behalf of the association.

Section 7.4 Director's and Officers' Personal Liability Insurance. The Association may obtain director's and officer's personal liability insurances to protect the officers, directors, committee members and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities. In acting as officers and directors on behalf of the Association.

ARTICLE 8
GENERAL PROVISIONS

Section 8.1 Compliance and Enforcement.

- (a) Every Owner and occupant of a Lot in **Filing No. 9** shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.
- (b) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:
- (i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot;
 - (ii) suspending the right to vote;
 - (iii) exercising self-help (including, but not limited to, performing such maintenance responsibilities which are the Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Lot and the Owner as an Assessment) or taking action to abate any violation of the Governing Documents;
 - (iv) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;
 - (v) without liability to any person, the Association precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;
 - (vi) levying Supplemental Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents; and
 - (vii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.
- (c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation against the Owner and the Lot.

(d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action. A decision of the Association to pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

Section 8.2 Attorney Fees. If an Owner fails to pay any Supplemental Assessment as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or **Filing No. 9**, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner shall be charged as a Supplemental Assessment and shall constitute a lien against the Lot.

Section 8.3 Severability. Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 8.4 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 8.5 Amendment of Declaration by Owners. 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 majority of the total votes in **Filing No. 9** the Association and with the written consent of the Association. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Jefferson County of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 8.6 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 8.7 Interpretation. The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration.

Section 8.8 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 8.9 Challenge to this Amendment. All challenges to the validity of this amendment or any future amendments must be made within one year after the date or recording of this document. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 8.10 Non-Waiver. Any forbearance or failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration or of any subsequent enforcement of such provision.

Section 8.11 Conflict of Provisions. In case of conflict between this Declaration and the Articles or Bylaws, this Declaration shall control. In the case of conflict between the Articles and Bylaws, the Articles shall control.

EXHIBIT A – MAP AND BOUNDARY OF FILING NO. 9

See Section 2.2 Property on page 4

Lochwood Subdivision, **Filing No. 9**, EXCEPT Tracts A, B, and C, Jefferson County, Colorado.

