

PROTECTIVE COVENANTS
FOR
COUNTRY LANE SUBDIVISION FILING NO. 2
AND A PORTION OF
COUNTRY LANE SUBDIVISION FILING NO. 3

WHEREAS, M.D.C. LAND CORPORATION, a Colorado Corporation (“Declarant”) is the owner of the following described real property (the “Property” or “Subdivision”) situate in the County of Arapahoe, State of Colorado, to wit:

Country Land Subdivision Filing No. 2 according to the plat thereof recorded on September 25, 1985 in Book 85 at Pages 6569, inclusive, Reception No. 2581854 and Country Land Subdivision Filing No. 3, a replat of a portion of Country Lane Subdivision Filing No. 2, according to the replat thereof recorded on July 3, 1986 in Book 90 at Pages 72 and 73, Reception No. 2589430 of the Arapahoe County Records (collectively the “Plat”) except for Lot 19, Block 2 of Country Lane Subdivision Filing No. 3.

WHEREAS, Declarant is desirous of maintaining the Property as a first class and quality residential community.

NOW, THEREFORE, Declarant does for itself, its grantees, successors and assigns hereby declare, impose and establish conditions and protective covenants with respect to the Property as follows:

1. LAND USE AND BUILDING TYPE: No lot located on the Property and shown on the Plat (“Building Site”) shall be used except for residential purposes. No building shall be erected, altered or placed or permitted to remain upon any Building Site other than detached single family dwellings not to exceed two (2) stories excluding garden level with walkout basements and a private garage to accommodate not less than two (2) cars. Not more than one (1) single family dwelling (“Dwelling”) shall be constructed on any one (1) Building Site.

2. ARCHITECTURAL CONTROL:

A. No building, fence, wall, solar panels and associated equipment, mailbox or other structure (collectively

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“Improvements”) shall be erected, placed or altered on any Building Site until the construction plans and specifications showing the kind, shape, height, materials, floor plans, exterior color scheme, a finish grade elevation of the Improvements, a landscaping and grading plan and a plot plan with the location of the Improvements (collectively “Plans and Specifications”) have been submitted to and approved in writing by the Architectural Control Committee as to the quality of the location of any such Improvements with respect to designated Building Site lines, and the effect of such Improvements on the outlook from adjacent neighboring Building Sites. Further, no modification or reconstruction involving any Improvements may be undertaken without the prior written approval of the Architectural Control Committee (the “Committee”).

B. The Committee shall consist of three (3) persons. The following persons are hereby designated as the initial members of the Committee:

David D. Mandarich

3600 South Yosemite, #600
Denver, Colorado 80237

Ronald S. Morgan
3600 South Yosemite, #600
Denver, Colorado 80237

Gary L. Mandarich
3600 South Yosemite, #600
Denver, Colorado 80237

Each member of the Committee shall hold office until such time as he has resigned or has been removed and his successor has been appointed by an affirmative vote of seventy-five percent (75% of the record owners of Building Sites located in the Subdivision, with one vote per Building Site. Members of the Committee may be removed at any time with cause by a vote of seventy-five percent (75%) of said record owners of Building Sites and the record owners of seventy-five percent (75%) of the Building Sites within the Subdivision shall have the power, through the proper execution of a written instrument to that effect, to change the membership of the Committee or to take from

the Committee or restore to it any of its powers and responsibilities hereunder: provided, however, that until December 31, 2001, or until Declarant has conveyed all Building Sites to third party purchasers, whichever first occurs, Declarant shall have the sole right to appoint and remove the members of the Committee and to remove or restore the Committee's powers and responsibilities.

C. Whenever in these Protective Covenants the approval of the Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvements or proposal in question and all other facts which, in its sole discretion, it deems to be relevant. Prior to commencement of any construction of any Improvements within the Subdivision, two (2) sets of the Plans and Specifications therefore shall be submitted to the Committee. After approval or rejection of said Plans and Specifications, one (1) set of the Plans and Specifications shall be returned to the party which submitted them, and one (1) set thereof shall be retained by the Committee. Construction of Improvements may not be commenced unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to these Protective Covenants within forty-five (45) days after receipt thereof, provided; however, that failure to so act within said period shall not be deemed to be the Committee's approval of the request submitted. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the Subdivision as a whole, and that the appearance of any Improvement affected thereby will be in harmony with the surrounding Improvements. The Committee may also issue rules or guidelines regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of

Plans and Specifications for approval. The Committee may require a reasonable fee to accompany each application for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper, including without limitations, environmental impact statements. Until receipt by the Committee of all required Plans and Specifications and other information, the Committee may postpone review of anything submitted for approval.

D. The Committee shall meet from time to time as necessary to perform its duties hereunder; provided, however, that in its discretion, the Committee may from time to time by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and/or on behalf of the Committee. In the absence of such designation, the vote of a majority of all of the members of the Committee, or the written consent of a majority of all of the members of the Committee taken with or without a meeting, shall constitute an act of the Committee.

E. The approval or consent of the Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matter subsequently or additionally submitted for approval or consent to the same for a different person.

F. Inspection of completed work and correction of defects therein shall proceed as follows:

(1) Upon the completion of any Improvement for which approved Plans or Specifications are required under these Protective Covenants, the owner of the Building Site shall give written notice of completion to the Committee.

(2) Within such reasonable time as the Committee may set, but not to exceed fifteen (15) days there-

after, the Committee or its duly authorized representative may inspect such Improvement. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications submitted, it shall notify the owner as provided herein in writing on such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance, and shall require the owner to remedy the same.

(3) If, upon the expiration of forty-five (45) days from the date of such notification, the owner of the Building Site shall have failed to remedy such noncompliance, the Committee may commence an action at law or in equity to require the removal or reconstruction of the noncomplying Improvement.

G. The Committee may inspect all work in progress and give notice of noncompliance as provided in subparagraph F(2) above. No further work shall be done, pending resolution of the dispute, which would hamper correction of the noncomplying item if the Committee shall find such non-compliance exists.

H. Neither the Committee nor any member thereof shall be liable to any owner of any Building Site or to any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties under these Protective Covenants unless due to the willful misconduct or bad faith of the Committee or its members, as the case may be. The Committee shall take into consideration the aesthetic aspects of architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness or conformance with building or other codes.

3. DEWLLING COST; QUALITY AND SIZE: No Dwelling shall be permitted on any Building Site at an actual builder's construction cost, excluding land costs, of less than \$20,000.00

based on cost levels prevailing of the date these Protective Covenants are recorded, it being the intention and purpose of this provision to assure that all Dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be procured at the stated minimum cost level on the date that these Protective Covenants are recorded for the minimum permitted Dwelling size. The main Dwelling, exclusive of open porches and garages, shall be not less than 1,300 square feet for the dwellings of more than one story and 1,000 square feet for dwellings of one story, exclusive of unfinished basements.

4. **BUILDING LOCATION:** No building shall be located on any Building Site nearer to the front, side or rear lot lines than the minimum building setback lines shown on the Plat or as provided by applicable law, whichever is greater. In any event, no building shall be located on any Building Site nearer to the front lot line than twenty (20) feet nor nearer to any side lot line than four (4) feet; provided, however that no building on a corner building Site shall be located nearer to the side lot line adjacent to the street than fourteen (14) feet. No building shall be located on any Building Site nearer to the rear lot line than eighteen (18) feet. For the purpose of this provision eaves, steps, open porches, fireplace extensions and decks shall not be considered as part of the building; provided, however, that this shall not be construed so as to permit any portion of any Improvements to encroach upon another Building Site.

5. **EASEMENTS:** Easements for the installation, repair, maintenance and replacement of utilities, television cables and drainage facilities over and across portions of the Building Sites are reserved as shown on the Plat. Within these easements, no Improvements, planning or other materials shall be placed or permitted to remain which may damage or interfere with the installation, repair, maintenance and replacement of an utilities or cables or which may change the direction of flow or obstruct or retard the flow of water through the drainage channels located in the easements or through drainage channels stemming from said easements. An easement, eight (8) feet wide, along all front and rear lot lines and four (4) feet wide along all side lot lines, unless otherwise shown on the Plat, shall be reserved for the installation, repair, maintenance and replacement of utilities, television cables and drainage and postal facilities. Notwithstanding the foregoing, all easement areas located on each Building Site and all Improvements constructed thereon shall be maintained continuously by the owner of the Building Site, except for those Improvements for which a public authority or utility company is responsible. Further, the Property is subject to an aviation easement relating to any and all effects that may be caused by the operation of aircraft in the airspace above the Property and for the unobstructed passage of all aircraft in the airspace above the Property.

6. **NUISANCE:** The owner of any Building Site shall not suffer or permit any noxious or offensive activity to be conducted, carried on or practiced thereon or within any Improvements or otherwise use or employ such Building Site and Improvements for any purpose that will constitute an annoyance to the neighborhood or a nuisance as provided by law, or that will detract from the residential value, reasonable enjoyment and quality of the Subdivision.

7. **TEMPORARY STRUCTURES:** No portion of any Improvement shall be occupied as living quarters prior to the substantial completion of the construction of the entire Dwelling as evidenced by a temporary or final certificate of occupancy ("CO") therefore. All buildings must be fully completed with the CO issued within one (1) year following the commencement of work thereon. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Building Site at any time as a residence either temporarily or permanently. However, anything herein to

The contrary notwithstanding, temporary facilities may be constructed for _____ purposes of housing sales and construction personnel with regard to _____ the sale and construction of Building Sites and Dwelling within the _____ Subdivision as long as said temporary facilities conform to applicable law _____ and receive prior written approval from the Committee, in the manner _____ provided in Section 2 hereof.

8. SIGNS: No signs of any kind shall be displayed to _____ the public view on any Building Site except signs used by the Declarant or _____ its authorized designees, successors and assigns to advertise the Subdivision and/or Building Sites during the construction and sales period and except that _____ the owner of each Building Site may display one (1) sign of not more than five _____ (5) square feet advertising such Building Site and the Improvements located _____ thereon for sale or rent. Any other signs shall require the prior written _____ approval of the Committee, as provided in Section 2 hereof, provided that _____ no advertising flags may be utilized.

9. 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 Building Site; nor shall oil wells, _____ tanks, tunnels, mineral excavations or shafts be permitted upon or within _____ any Building Site. No derrick or other structure designed for use in boring for _____ oil, natural gas or other minerals shall be erected, maintained or permitted _____ upon any Building Site. The foregoing restriction shall apply equally to _____ any equipment or activities connected with the drilling and permanent placement _____ of wells used to secure water.

10. LIVESTOCK/AND POULTRY: No animals, livestock or _____ poultry of any kind shall be raised, bred or kept on any Building Site save and _____ except that domesticated dogs, cats and other common household pets permitted _____ by the Committee may be kept so long as they are not kept, bred or _____ maintained for any commercial purposes.

11. GARBAGE AND REFUSE DISPOSAL: No Building Site _____ shall be used or maintained as a dumping ground for rubbish, trash, _____ garbage or other waste. All such items shall be kept in approved _____ sanitary containers located on the Building Site so long as they in no way _____ interfere with the overall beauty and reasonable enjoyment of the other _____ Building Sites located within the Subdivision. No exterior incinerator shall _____ be permitted on any Building Site. All equipment for the lawful storage _____ or disposal of garbage and refuse shall be kept in a clean and sanitary _____ condition. No weeds shall be permitted to grow upon any Building Site _____ at a height in excess of six (6) inches or as provided by applicable law, _____ whichever is lesser. Further, the owners of each Building Site located within the Subdivision shall use reasonable efforts in order to maintain _____ their Building Sites in conformance with these Protective Covenants, as _____ well as in conformance with reasonable and accepted practices in order to _____ maintain the overall beauty of the Subdivision. Notwithstanding the _____ foregoing to the contrary, during the construction of Dwellings of Building Sites Declarant may store building materials upon the Property.

12. VEHICLES: No vehicles other than four (4) _____ wheel automobiles shall be permitted to be parked on streets, adjoining _____ Building Sites and upon any Building Site within the Subdivision. This _____ restriction shall apply to recreational vehicles, boats, motorcycles, campers, _____ vans, hauling trucks, commercial type vehicles, trailers and mobile _____ homes. Such prohibited vehicles may, however, be parked or stored on _____ the side or in the rear yards of any Building Site so long as the _____ same are completely surrounded by a sight barrier approved by the Committee, as provided in Section 2 hereof.

13. COMMERCIAL USAGE: No business building, machine shop or other industrial or commercial structure or building devoted to commercial or public enterpriser shall be erected or used on any Building Site and no business which attracts any customers or clients to a Building Site shall be conducted or

carried on or be practiced upon any Building Site or within any Dwelling or accessory building constructed thereon, except that buildings may be erected and used by Declarant, its successors, assigns or designees for use in developing and marketing the Subdivision and Building Sites.

14. PERMITTED ROOFING: Any and all roofing materials utilized for Improvements within the Subdivision shall be restricted to asphalt shingles, or such other materials as may be approved by the Committee, in accordance with Section 2 hereof.

15. SIGHT DISTANCE AT INTERSECTION: No fence, wall, Improvement, hedge or shrub planting which obstructs sight lines at elevations in excess of two (2) feet above the elevation of the lowest point of the crown of the adjacent roadway shall be placed or permitted to remain on any corner Building Site within the triangular area formed by measuring from the point of intersection of the front and exterior side Building Site curb lines a distance of thirty (30) feet along said front and side curb lines, connecting the points to be established to form a sight triangle on the area of the Building Site adjacent to the intersection. The same sight line limitations shall apply to any Building Site within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless foliage lines are maintained at sufficient height to prevent obstruction of such sight line. The foregoing to the contrary notwithstanding, it is expressly understood that the provisions of this Section shall be subject to any applicable laws.

16. REPAIRS OF MOTOR VEHICLES: No motor vehicles, campers, trailers, boats or recreational vehicles shall be rebuild or repaired, except in the garage area or in the driveway of each Building Site and under no circumstances shall such repairs be performed if the same result in the creation of an unsightly or unsafe condition as determined by the Committee for a period of longer than twenty-four (24) hours.

17. TERM: These Protective Covenants shall run with the title to the Building Sites and shall be binding upon all parties claiming under them until December 31, 2016, after which time, these Protective Covenants shall automatically be extended for successive periods of ten (10) years each. These Protective Covenants may be amended by an instrument executed by at least seventy-five percent (75%) of the record owners of Building Sites located within the Subdivision (with one vote per Building Site) and any such amendment shall be recorded with the Clerk and Recorder of the County of Arapahoe, State of Colorado; provided, however, that until December 31, 2001, or Declarant has conveyed all Building Sites to third party purchasers, whichever last occurs, these Protective Covenants shall not be amended without the prior written consent of Declarant.

18. ANTENNAE: No exterior television, other antenna, microwave dish, or similar devise of any type shall be erected, installed or maintained at any Building Site or upon any Improvement within the Subdivision.

19. CONSTRUCTION: The terms and conditions of these Protective Covenants shall be constructed as severable; therefore, should any one or more of them for any reason be declared voidable, void or legally unenforceable, then and in such event, any and all other provisions contained herein which are not directly negated, modified or in any way altered thereby shall remain in full force and effect.

20. FENCING: No fence or exterior wall shall be erected, placed or altered on any Building Site nearer to any street than the minimum building setback line shown on the Plat, or as provided by applicable law, whichever is greater. Further, all such fencing shall not exceed six (6) feet in height, or as allowed by applicable law, whichever is lesser. Any and all fencing materials utilized within the Subdivision shall be restricted to cedar or redwood or such other materials as may be approved by the Committee in accordance with Section 2 hereof,

and all fence designs and specifications for fences to be located within the Subdivision shall be approved by the Committee prior to installation in accordance with Section 2 hereof.

21. LANDSCAPING: All portions of a Building Site not used for Improvements shall be landscaped utilizing "long lived" ground cover, sod, shrubs, trees and other materials. Short lived and non-living durable landscape materials may be utilized only as a supplement to long lived elements. Every Building Site improved with a Dwelling shall be landscaped as approved by the Committee within one (1) year after the occupancy or completion of such Dwelling as evidenced by the CO, whichever shall first occur. The landscaping of each Building Site having once been installed shall be maintained in a neat, attractive, sightly and well-kept condition, which shall include lawns mowed, hedges trimmed, adequate watering, replacement of dead, diseased or unsightly materials, removal of weeds and debris and appropriate pruning of plant materials.

22. REFLECTIVE GLASS: No reflective glass windows shall be utilized in any Improvements constructed within the Subdivision.

23. UTILITY CONNECTIONS: All utility connections installed in the Subdivision, including all electrical and telephone connections and installations of wires to buildings, including television, microwave or radio connections shall be made underground from the nearest available source, except that during the construction of a building structure, the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

24. MECHANICAL EQUIPMENT: No heating, air conditioning, electrical or other equipment shall be installed on the roof of any Improvement or hung on exterior walls unless the same is enclosed, screened, covered and installed so as to be an integral part of the architectural design of the Improvement to which said equipment is attached or related in a manner which shall first.

Have been approved in writing by the Committee in accordance with Section 2 hereof, except that transformers and gas, electric, or other meter of any type may be hung on exterior walls without being enclosed, screened covered or installed so long as the same have been approved by the Committee, and except that solar energy collectors or panels, if used, may be installed on the roof of any Improvements or in any exposed location, if harmoniously done and if approved by the Committee in its sole discretion in accordance with Section 2 hereof.

25. HEIGHT RESTRICTIONS: No Improvement, building or appurtenance shall exceed the heights permitted by applicable ordinances, rules or regulations or thirty-five (35) feet in height, measured from the front elevation thereof, whichever is less.

26. ENFORCEMENT: The Protective Covenants herein contained shall run with the land and shall be binding upon and inure to the benefit of Declarant and the owners of every Building Site on the Property. These Protective Covenants may be enforced as provided hereinafter or as allowed by applicable law or equity by each owner of a Building Site, the Committee and/or by Declarant acting for itself and as trustee on behalf of all of the owners. Each owner, by acquiring an interest in a Building Site hereby appoints Declarant and the Committee as its irrevocable attorney-in-fact for such purposes. Violation of any condition, covenant, restriction or reservation contained herein shall give to Declarant, the Committee and to each owner of a Building Site the right to bring suit in law or equity against the party or parties violating or intending to violate any such covenants, conditions, restrictions and/or reservations to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any condition, covenant, restriction or reservation herein contained shall give to Declarant and/or the Committee, the right to enter upon the position of the Property wherein said violation or breach exists and to summarily abate and remove at the expense of the owner, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof. No such entry by Declarant, the Committee or their agents shall be deemed a trespass, and Declarant, the Committee and their agents shall not be subject to liability to the owner of said Building Site for such entry and any action taken to remedy or remove a violation. The cost of any abatement, remedy or removal hereunder shall be a binding personal obligation on any owner of a Building Site in violation of any provision of these Protective Covenants. In any legal or equitable proceeding for the enforcement of these Protective Covenants or any provision hereof, whether it be an action for damage, declaratory relief or injunctive relief, or any other action, the party prevailing in such action shall be entitled to recover from the losing party all of its costs, including court costs and reasonable attorney fees. The prevailing party shall be entitled to said attorney fees even though said proceeding may be settled prior to judgment. All remedies provided herein or at law or in equity shall be cumulative and are non-exclusive.

27. ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES: All or any part of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant, in whole or in part, to any person, corporation or association, including the Committee, which will assume any or all of the duties of Declarant hereunder and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume Declarant's duties hereunder, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. At the time Declarant has conveyed all Building Sites to third party purchasers or relinquishes its rights and duties under this Declaration, then and in that event, Declarant shall assign all rights and duties to the Committee. Any such assignment shall be recorded. Upon any such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations and duties so assigned and assumed. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns.

28. RUN WITH LAND: All covenants, conditions, restrictions and agreements herein contained are made for the direct, mutual and reciprocal benefit of each and every Building Site; shall create mutual equitable servitudes upon each Building Site in favor of every other Building Site: shall create reciprocal

