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PROTECTIVE COVENANTS

FOOTHILL GREEN SOUTH FILING NO. 2

WHEREAS, Witkin Homes, Inc., a Delaware Corporation, is the owner of the following described real property, situate in the County of Jefferson, State of Colorado,

A part of the Northeast 1/4 of Section 21, Township 5 South, Range 69 West of 6th Principal Meridian; more specifically known as Foothill Green South Filing #2.

Lots 1 thru 28	Block 1
Lots 1 thru 16	Block 2
Lots 1 thru 22	Block 3
Lots 1 thru 24	Block 4

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

Section 1. Land Use.

1.1 Land Use and Building Type. No lot shall be used for anything other than residential purposes, except that Witkin Homes, Inc. may use residential dwellings for offices and model show homes, field construction offices and general business offices until such time as Witkin Homes, Inc. or its assigns shall have completely developed its building of homes on land in the NE one-fourth of Section 21, Township 5 South, Range 69 West, 6th 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, and such other structures approved by the Architectural Control Committee in conformance with the standards indicated in Paragraph 2.2.2 hereof except that Witkin Homes, Inc. or its designees may erect field construction offices, storage facilities and general business offices and may erect and use single family dwellings as show homes and sales offices for sales purposes.

1.2 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 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 which a public authority or utility company is responsible.

CLERK AND RECORDER OF JEFFERSON COUNTY CERTIFIED TO BE FULL IRUE  
CORRECT COPY OF THIS INSTRUMENT FILED IN THE PUBLIC RECORDS OF  
JEFFERSON COUNTY, COLORADO, THIS 22<sup>ND</sup> DAY OF SEPTEMBER, 1998.  
A.C. [Signature]

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## Section 2. Architectural Control.

### 2.1 Architectural Control Committee.

2.1.1 Membership. The Architectural Control Committee is composed of Jack Witkin, Jack Short and Charles Todd, all of 9725 East Hampden Avenue, 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 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 the 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.

### 2.2 Architectural Control.

2.2.1 Structures. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition, change or alteration thereto be made until plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved (as provided in Paragraph 2.2.3 hereof) as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. A copy of such plans and specifications as finally approved shall become the property of the Architectural Control Committee.

2.2.2 Approval. 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.

2.2.3 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 ninety (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 ninety (90) day period.

## Section 3. Building Location.

3.1 Building Location. No building shall be located on any lot nearer than 15 feet to the front lot line; nearer than 15 feet to any side street line; nearer than 5 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; nor shall the sum of the side yards of a subject lot be less than 10 feet.

## Section 4. Use Restrictions.

4.1 Dwelling Size and Quality. No dwelling shall be constructed such that the ground floor area of the main structure, exclusive of open porches and garages, is less than 800 square feet for a one-story dwelling, nor less than 850 square feet on the main and upper level of a split-level dwelling, nor less than 750 square feet on the main floor for a dwelling of more than one story, including split-entry dwellings. It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality of design.

workmanship and materials substantially the same or better than the other units constructed on the property by Declarant. For the purposes of this covenant, eaves, steps, 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 a lot to encroach upon another lot.

4.2 Building Materials. No building material of any kind or character shall be placed upon any lot except in connection with construction, alteration or improvement approved as herein provided. As soon as building materials are placed on any lot in such connection, construction shall be promptly commenced and diligently prosecuted.

4.3 Temporary Structures. No structure of a temporary character, house, trailer, tent, shack, detached garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

4.4 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.

4.5 Clothes Lines and Storage. No clothes lines, drying yards, dog runs, service yards, wood piles or storage areas shall be so located as to be visible from a street.

4.6 Garbage and Refuse Disposal. No garbage, refuse, rubbish or cuttings shall be deposited on any street, and not on any lot unless placed in a suitable container suitably located, solely for the purpose of garbage pickup. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

4.7 Automobiles, Boats and Trailers.

4.7.1 Storage. Except as expressly heretofore provided, no lot shall be used as a parking, storage, display or accommodation area for any type of house trailer, camping trailer, boat trailer, hauling trailer, self-contained motorized recreational vehicle, running gear, boat or accessories thereto, motor driven cycle, truck, any junk vehicle or one under repair, or any type of van except as a temporary expedience for loading, delivery or emergency. The same shall be stored, parked or maintained wholly within the garage area or concealed from the street by means of a fence or other acceptable screen.

4.7.2 Repair. Any activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing vehicles of any kind must be performed within an enclosed garage or behind fences or other acceptable screen on the lot which screens the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of such motor vehicle, boat, trailer, or motor driven cycle together with those activities normally incident and necessary to such washing and polishing.

4.8 Tanks. No elevated or exposed tanks of any kind shall be erected, placed or permitted upon any site.

4.9 Antenna. No exterior radio, short wave or television antenna or other reception or transmission facility shall be permitted that is visible from any site across the street or from the streets.

4.10 Rooftop Appliances. Evaporator coolers upon the roofs of structures shall not be permitted unless they are installed in such manner that they are not visible from any site across the street or from the streets.

4.11 Fences. No non-wood fence may be erected unless the location and quality thereof are first approved in writing by the Architectural Control 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.

4.12 Signs. No advertising signs or billboards shall be placed or maintained upon any lot except one neatly painted "For Sale," "For Rent" or "Open for Inspection" sign not larger than five square feet. However, Declarant may erect and maintain upon any lot or lots owned by Declarant such signs and other advertising devices as may be reasonably necessary in connection with the conduct of operations for the development, construction and sale of the properties or other real property owned by Declarant on land in the NE one-fourth of Section 21, Township 5 South, Range 69 West, 6th P.M., Jefferson County, Colorado.

4.13 Livestock and Poultry. No animals or livestock, bees or other insects, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in reasonable number may be kept provided that they are not kept, bred or maintained for any commercial purpose.

4.14 Maintenance of Grade and Drainage. Each owner shall maintain the grading upon his lot at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes. Each owner of a lot in said tract agrees for himself and his assigns that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract. In the event it is necessary or desirable to change the established drainage over his lot, he will submit a plan that makes adequate provisions for proper drainage for approval of the Architectural Control Committee. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time final grading of the property subject hereto is completed by the Declarant.

4.15 Exterior Lighting. 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.

4.16 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.

4.17 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street curb and gutter lines and a line connecting them at points 30 feet from the intersection of the street lines or, in the case of rounded property corner, from the intersection of the street curb and gutter 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.

Section 5. Miscellaneous Provisions.

5.1 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.

ARTICLE 11

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement shall be by proceedings 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. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by a majority of the then Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21st day of September, 1976.

WITKIN HOMES, INC. Declarant

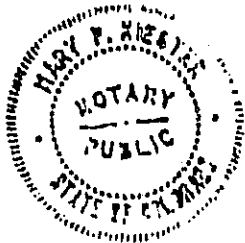
By [Signature]  
President

[Signature]  
Secretary  
STATE OF COLORADO )  
COUNTY OF Denver ) ss.:

The foregoing instrument was acknowledged before me this 21st day of September, 1976, by Jack A. Witkin as President and Jack A. Short as Assistant Secretary of WITKIN HOMES, INC., a corporation.

Commission expires September 2, 1980.

hand and official seal.



[Signature]  
Notary Public