

SECTION VIII

Use Restrictions

8.1 Compliance with Zoning. All Residences shall be used primarily for residential purposes only and shall not be used for any business, manufacturing or commercial purpose; provided, however, if the appropriate zoning so allows, an Owner may use a specifically designated portion of the Owner's Residence as a home business office.

8.4 House Pets. No animals, livestock, poultry or bees of any kind shall be raised, bred, kept or boarded on the Common Area or any Lot, except that one dog, one cat or one other household pet may be kept on any Lot; provided, that they are not kept, bred, boarded or maintained for any commercial purposes; they are kept in fenced backyards; and if taken outside of any Owner's backyard, such pets are kept leashed and under on Owner's control at all times. Each Owner of a pet shall be responsible for clean-up and removal from the Common Area and any Lot of such pet's excrement.

8.5 Signs and Advertising. No signs, advertising, billboards, unsightly objects or nuisances shall be placed, erected or permitted to remain on any Lot, nor shall any Lot be safety or life of any person or which may unreasonably disturb the other Owners. Notwithstanding the foregoing, it shall be permissible and proper for an Owner to place upon such Owner's Lot and to allow to remain thereon for a reasonable length of time one sign, at any one time, of not more than five square feet, advertising that such Lot is "For Sale" or "For Rent"; provided however, that the prior approval of the Board or Architectural Review Committee as to the color, size and location of such sign must be obtained before it is place on such Lot; and further provided, however, that if at the time an Owner desire to place such a sign on such Owner's Lot the Board or Architectural Review Committee is providing "For Sale" or "For Rent" signs for the use of Owners then such sign as provided by the Board or Architectural Review Committee and no other shall be used. No signs, advertising, billboards, unsightly objects or nuisances shall be placed, erected or permitted to remain upon the Common Area, the Side Yard Fences or the Common Fences, unless the prior approval of the Board or Architectural Review Committee shall be obtained in writing, which approval may be revoked and terminated thereafter at any time. The Board or Architectural Review Committee, or the agent of either, may summarily remove and destroy any unauthorized sign, advertising, billboard, unsightly object or nuisance. The foregoing provisions of this Paragraph 8.5 shall not apply to any reasonable signs, advertising or billboards of the Declarant in connection with its rental or sale of Residences or otherwise in connection with its development of the Property.

8.6 Visible Objects and Window Sun Screening. All clotheslines, basketball backboards, equipment, garbage and trash containers, woodpiles and storage piles shall be all times be kept screened by adequate planting or fencing so as to conceal them from public view. All clotheslines shall be confined to fenced yards or patio areas. All silver foil or other sun screening material utilized on exterior windows of a Residence shall be subject to prior approval by the Board or the Architectural Review Committee.

8.7 Planting. Except in any individual fenced yard or patio areas appurtenance to the Residence, no planting or gardening shall be done, and no fences, hedges or walls shall be erected, planted or maintained up the Common Area, the Side Yard fences, the Common Fences or upon the Lots except such as are erected, planted or installed in accordance with the initial construction of the Residences or in the development of the Property or as otherwise may be approved by the Board or Architectural Review Committee.

8.8 Patios. Maintenance, upkeep, repairs and replacement of yards and patios shall be the sole responsibility of the Owner of the specific Lot to which a patio or a Patio Easement Area (described in Section XI) is appurtenance, and shall not in any manner be the responsibility of the Association.

8.9 Utilities Within Lots. All utilities and related equipment installed within or located on a Lot commencing at a point where the utility lines, pipes, wires, conduits, systems or other related equipment enters the Lot shall be maintained and kept in repair by the Owner of the Lot. Notwithstanding the foregoing, no Owner shall do any act that will unreasonably impair the ability of any other Owner to maintain and repair the utilities and related equipment installed within such other Owner's Lot.

8.10 Antennas. Without prior written approval of the Board or Architectural Review Committee, no exterior television, radio or other communication antennas, aerials or microwave dishes of any type shall be placed, allowed or maintained upon any portion of the Residence, Side yard Fences, Common Fences or Lots.

8.11 Use of Common Area. There shall be no unreasonable obstruction of the Common Area by any Owner, nor shall anything be kept or stored on any part of the Common Area by any Owner without the approval of the Association. Nothing shall be altered on, constructed in or removed from the Common Area by any Owner without the approval of the Association.

8.13 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, Side Yard Fence, Common Fence or Common Area, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Owners of other Lots. 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 derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

8.14 Refuse. All rubbish, trash, garbage and other refuse shall be regularly removed from the Lots and shall neither be allowed to accumulate thereon nor be burned in outside incinerators, barbeque pits or the like. All containers or other equipment for the storage or disposal of rubbish, trash, garbage or other refuse shall be kept in a clean, sanitary condition and shall be screened by adequate planting or fencing so as to conceal them from public view. The Board or Architectural Review Committee, or the designated representative of either, shall, upon prior notice to an Owner to remove any rubbish, trash garbage or other refuse from such Owner's Lot and upon such Owners' failure to so remove, have the right at any reasonable time to enter upon such Lot and to remove any such rubbish, trash, garbage or other refuse at the sole expense of the Owner of such Lot.

8.15 Drainage. All Owners shall leave all drainage areas and easements, including swales, constructed on the Lots and on other portions of the Property in the state originally fixed by the Declarant or persons or entities acting on behalf of the Declarant; provided, however, that an Owner shall be permitted to modify the drainage areas on his Lot upon receiving written approval therefor from the Board or the Architectural Review Committee. Any Owner who in any way modifies such drainage areas without such consent shall be subject to the sanctions contained herein for violations of this Declaration.

8.16 Automobile, Boat and Camper Parking. Trucks, trailers, mobile homes, truck campers, detached camper units, boats and commercial vehicles shall not be kept, placed, stored or maintained upon any Lot or on the Common Area (including the Common Parking Area) or Private Roads in such manner that such vehicle or boat is visible from neighboring Lots or the Common Area or Private Road or any other roads, except that a 3/4 -ton (including any camper attached thereto) or smaller truck or van shall be permitted to be kept, placed, parked or stored upon those portions of the Lot or Common Area as may be designated for such purposes by the Association from time to time. If the Association fails to designate any such areas and it shall have no obligation to do so, no such trucks or vans may be stored or placed on any Lot or Common Area. The provisions of the Paragraph 8.16 shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any Residence or other improvement permitted by this Declaration. Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempted from the provisions of this Paragraph 8.16 provided that they do not remain within the Lot in excess of the reasonable period of time required to perform such commercial functions.

8.17 Lighting. Each Residence will be provided with a light located on the front of the Residence. The Residence Owner shall be responsible for all of the maintenance, repair, replacement and utility charges for the light.

SECTION IX

Fences

9.1 Side Yard Fences - Repair and Maintenance. Each Side Yard Fence Owner shall be responsible for maintaining and repairing such Owner's Side Yard Fence in a manner which is acceptable to the Board or the Architectural Review Committee and shall pay all costs in connection therewith. In the event that any Side Yard Fence Owner fails to meet such duties and obligation, the Association, upon its own initiative or upon request of the Architectural Review Committee, shall have the right after giving thirty (30) days prior written notice to such Side Yard Fence Owner of such failure, to take such action as is reasonably deemed necessary to repair, maintain or rebuild such Owner's Side Yard Fence and the cost thereof shall be added to and become part of the assessments to which such Lot is subject.

9.2 Common Fences – Repair and Maintenance. The costs of repairing, maintaining and rebuilding Common Fences shall be the responsibility of the Common Fence Owners who make use of such Fences in proportion to each such Owner's use thereof. Furthermore, if any Common Fence Owner shall fail to maintain his Common Fence in a condition which is acceptable to the Board or the Architectural Review Committee, the Association, on its own initiative or upon the request of the Architectural Review Committee, shall have the right, after giving thirty (30) days prior written notice to such Common Fence Owner or Owners of such failure, to take such action as is reasonably deemed necessary to repair, maintain or rebuild any such Common Fence and the cost thereof shall be added to and become part of the assessment to which such Lot is subject.

9.3 Negligent or Willful Acts. Notwithstanding any other provision of this Section IX, any Owner, who by such Owner's negligent or willful acts causes a Side Yard Fence or Common Fence to be damaged shall bear the whole cost of repair, maintenance or rebuilding of any such fence and the cost thereof shall be added to and become part of the assessment to which such Lot is subject.

SECTION X

Parking Spaces

10.1 Parking Spaces – Easements. Each Resident shall have a perpetual exclusive easement of one uncovered Parking Space on the Property for the benefit of the Owners of said Residence. The particular parking spaces which shall constitute such easements for the respective Residences on the Property shall be delineated on a parking site map to be recorded with the Clerk and Recorder of Arapahoe County, Colorado, when all of the Residences have been sold by Declarant to a third party or December 31, 1985, whichever first occurs. Upon the recording of such map, the same shall be deemed to be part of and incorporated into this Declaration. Such easements shall run with the land covered by the Lots to which they relate. The provisions of this Paragraph 10.1 and the designation of uncovered parking spaces hereunder shall be subject to re-assignment in accordance the Paragraph 10.2.

10.3 Common Parking Areas. In addition to the parking spaces subject to the aforesaid easement, Declarant will establish non-assigned parking spaces for each Residence on the Property (the "Common Parking Areas"). Such Common Parking Areas shall be a part of the Common Area and shall be available for use by any person entitled to park within the Property. The Association shall, however, have all rights of ownership with respect to said Common Parking Areas and shall be responsible for the repair and maintenance thereof as more fully set forth in paragraph 7.1

SECTION XI

Special Exterior Walls and Patio Easements

11.1 Special Exterior Walls and Patio Easements. Each Residence shall contain one windowless exterior wall (the "Special Exterior Wall") which shall face an Adjacent Lot ("Adjacent Lot").

11.2 Patio and Repair Easements. Subject to the temporary easements hereinafter described, a perpetual exclusive easement covering the ground area between: (1) a line running the length of the Special Exterior Wall and extending to the sides of each Lot containing the Wall, and (2) the property line of each Adjacent Lot is hereby created for the benefit of the Owner of each such Adjacent Lot. Such easement areas are identified as "4' patio Easement" on Exhibit B attached hereto and incorporated herein by this reference. All Patio Easements may be used by the Owner of each Adjacent Lot for any purpose consistent with this Declaration. In addition to the Patio Easement, each Owner of a residence shall have an easement on the property surrounding an Adjacent Owner's Residence, whether the same is located on such other Owner's Lot, the perpetual easement above described or the Common Area, for the purpose of temporarily utilizing ladders and such other equipment as may be required to repair any Special Exterior Wall or other exterior wall of a Residence. Such easement shall be of a temporary nature and shall exist only for such reasonable period of time as is required to make such repairs or perform such maintenance. Such temporary easement shall extend onto such other Owner's Lot, perpetual easement or the Common Area for only such distance as is reasonably required to undertake and perform such repair and maintenance work.

11.3 Rights of Owner with Respect to Maintenance of Special Exterior Wall. The Owner of the Residence containing the Special Exterior Wall shall have the right at all reasonable times to enter the Patio Easement Area and such other portion of the Adjacent Lot as is reasonably necessary for the purpose of repairing, maintaining or restoring the Special Exterior Wall; provided, however, that such access shall be permitted only at a reasonable times during daylight hours and with the prior knowledge of the Owner of the Adjacent Lot.

11.4 Restrictions on Owner of Adjacent Lot. The Owner of the Adjacent Lot shall avoid any action which shall in any way restrict the use of the Special Exterior Wall by its Owner including, but not limited to, refraining from attaching any objects to such Wall, such as wires, trellises and plantings; defacing the Wall in any manner; placing graphics or other design work (whether

painted or otherwise) on the Special Exterior Wall; or using the Wall as a playing surface for any sport.

11.5 Restrictions on Owner with Residence Containing Special Exterior Wall. The Owner of the Residence containing the Special Exterior Wall shall similarly be prohibited from attaching anything to such Wall or from altering it in any way other than painting the Wall in such manner as shall be approved by the Board or the Architectural Review Committee. Additionally, the Owner of such Residence shall not make any openings for windows or otherwise on such Wall and shall take no other action, except as specifically contemplated herein, in connection with such Wall which shall interfere with the privacy of the Owner of the Adjacent Lot.