

Recorded at 246 o'clock JAN 19 1973
Reception 336079 MARJORIE PAGE, Recorder

WHEN RECORDED MAIL TO:

Mission Viejo Company
15558 E. Hampden Circle
Aurora, Colorado 80013

BOOK 2094 PAGE 387

Attention: R. R. Kirchoff

Space above for recorder's use.

DECLARATION OF ESTABLISHMENT OF RESTRICTIONS, EASEMENTS,
CONDITIONS, COVENANTS, AND RESERVATIONS

THIS DECLARATION MADE this 18th day of January
1973, by MISSION VIEJO COMPANY, a California corporation, duly
qualified to conduct business in the State of Colorado, hereinafter referred to
as MISSION:

WITNESSETH:

THAT, MISSION is the owner of all that certain real property located
in the County of Arapahoe, State of Colorado, more particularly described as:

- Mission Viejo - Filing No. 2:
 - Block 1, Lots 1 through 3
 - Block 2, Lots 1 through 26
 - Block 3, Lots 1 through 52
 - Block 4, Lots 1 through 44

in the County of Arapahoe, State of Colorado, as
per map recorded in Book 23
Pages 75-76, Miscellaneous Maps,
in the office of the County Recorder of said County,
which real property is hereinafter referred to as
"the property."

THAT, it is the desire and intention of MISSION to sell the property
and to impose on it mutual, beneficial restrictions under a general plan or
scheme of improvement for the benefit of the property and the future owners
of the property.

Now, therefore, MISSION hereby declares that all of the property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, easements, conditions, and covenants, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, improvement, and development of the property and established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property. All of the limitations, restrictions, easements, conditions and covenants herein shall run with the land and shall be binding on and for the benefit of all of the property and all parties having or acquiring any right, title, or interest on the property or any part thereof.

ARTICLE I - DEFINITIONS

Section 1. "The property" shall mean all the real property described above.

Section 2. "Lot" shall mean one of the numbered parcels shown on the recorded subdivision plat map.

Section 3. "Building Site" shall mean any lot as shown on the recorded subdivision plat map.

Section 4. "Primary Building" shall mean a detached single family residential dwelling.

Section 5. "Accessory Building" shall mean any building, the use of which is clearly incidental and secondary to a then existing primary building located on the same lot and which is used exclusively by the occupant of the primary building.

Section 6. "Improvements" shall mean all streets, curbs, gutters, utility facilities, flood control facilities, as well as all buildings, parking areas, loading areas, fences, walls, trees, landscaping, hedges, mass plantings, poles, signs, and any structures of any kind.

ARTICLE II - RESTRICTIONS

Section 1. LAND USE. (a) No lot shall be used except for single family residential purposes and shall not be resubdivided.

(b) No noxious or offensive activities (including but not limited to the outdoor repair of automobiles for profit or otherwise) shall be carried on upon the property or any portion thereof, nor shall anything be done or maintained on any lot which may be or become an annoyance or nuisance to the neighborhood.

(c) No automobile or vehicle which is not in an operating condition shall be parked or left on any portion of the lot other than inside a garage.

(d) No boat, truck, trailer, or camper shall be stored or parked on any lot or portion thereof unless the same shall be kept in a semi-enclosed area so as to be substantially out of the view of an adjacent lot or street of the same or substantially similar grade.

Section 2. BUILDINGS. (a) The minimum livable area of all primary buildings constructed or erected on any lot shall be not less than one thousand (1,000) square feet; cellars, basements, patios, porches, and garages are specifically excluded from inclusion in minimum livable area. No building shall be permitted on any lot at a cost of less than thirteen thousand five hundred dollars (\$13,500.00) based upon cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated herein for the minimum permitted dwelling size.

(b) No projection of any type shall be placed or permitted to remain above the roof of any building (where said projections are attached to said structure) except chimneys and vent stacks. No outside television or radio pole or antenna shall be constructed, erected or maintained on any lot or connected in a manner so as to be visible from the outside of any building unless approved in writing by the Architectural Committee.

(c) Accessory buildings erected and maintained upon any lot or portion thereof shall conform generally in architectural design and exterior material to the finish of the primary building on said lot and subject to the provisions hereof may be, but need not be attached to said primary building.

(d) All service yards or service areas and clothesline areas on any lot or portion of the lot shall, subject to the provisions hereof, be enclosed or fenced in such a manner that such yards or areas will be obstructed from view from any lot or street on the same or substantially similar grade.

(e) No building shall be located on any lot less than fifteen (15) feet from the front lot line, nor less than twelve and one-half (12.5) feet from any side street line. No building shall be located less than five (5) feet from any side lot line, or ten (10) feet from any building on the same lot, except a detached garage or other accessory building located in the rear yard may be placed zero feet from the side line unless prohibited under the terms of Article V. No primary building shall be so located as to reduce the rear yard of the lot on which it is located to less than fifteen (15) feet in depth excluding easements. For purposes of this paragraph, eaves, steps, and open or fully screened porches and patios shall not be considered as a part of a building. This paragraph shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(f) No garage automobile entrance facing a street shall be less than twenty (20) feet from the sidewalk or street curb, whichever is closer.

(g) Notwithstanding the provisions stated above, the lot coverage shall not exceed thirty percent (30%) of its calculated square foot area, excluding the area of uncovered entrances, platforms, terraces, and steps. There shall be a minimum of fifty percent (50%) of the total lot area maintained as open space. However, in no event need the open space on a lot exceed four thousand (4,000) square feet.

(h) No shed, tent, or temporary building shall be erected, maintained or used on any lot or portion thereof; however, temporary buildings for use incidental to the initial construction of improvements may be maintained but said temporary buildings shall be promptly removed upon the completion of construction.

(i) No boat, truck or trailer shall be used as a living area while located on any lot or portion thereof; however, trailers for use incidental to the initial construction of improvements may be maintained but said trailers shall be promptly removed upon completion of construction.

(j) 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.

(k) No building shall be in any manner occupied while in the course of original construction. No building constructed elsewhere shall be moved to or constructed on a lot.

(l) Except as expressly permitted in this Declaration, no building or structure shall be located on any portion of any lot where said portion is subject to an easement.

(m) No plastic, fiberglass, or corrugated metal or aluminum patio covers will be approved by the Architectural Committee.

Section 3. MAINTENANCE. (a) All improvements upon the property shall, at all times, be maintained in good condition and repair.

(b) No animals, livestock, poultry or bees shall be kept on the property, except that domestic dogs, cats, birds and fish may be kept as household pets upon any lot provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. As used herein, "unreasonable quantities" shall be deemed to limit the number of dogs and cats to two (2) each.

(c) Within seven (7) months after conveyance by MISSION of title to a lot, the owner shall plant lawns or otherwise landscape the front yard of his lot, and, in addition, the side yard on the street side of corner lots. No weeds, rubbish, debris, objects or materials of any kind, plants or seeds infected with noxious insects or plant diseases, shall be placed, grown, or permitted to accumulate upon any portion of the property. In the event of the default in the performance of this provision, the Architectural Committee shall have the right to enter upon the property and remove all such weeds, plants, rubbish, debris, objects or materials and do all things necessary to place the property in a neat and orderly condition, including but not limited to the installation of lawns and landscaping on yards and slope areas. Any expense therefor shall become due and payable from the owner on said property to the Architectural Committee within five (5) days after written demand therefor.

(d) Trash, garbage, or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No owner or occupant of any lot shall permit any trash or refuse to be disposed over rear yard fences, upon any greenbelt or any portion of the property.

Section 4. SIGNS. No signs or other advertising devices of any character shall be erected or maintained upon any lot without prior written approval having been obtained from the Architectural Committee. However, the restrictions of this paragraph shall not apply to any sign

erected for the purpose of effecting the sale of any lot or the improvements located thereon provided said sign does not exceed four (4) square feet in area which is hereby expressly agreed to be a customary and reasonable dimension. The Architectural Committee or its agents may summarily remove and destroy all unauthorized signs. In no event shall more than one such sign be permitted, except as to corner lots, in which case one sign shall be permitted to orient to each contiguous street.

Section 5. FENCES. No fences or walls shall be constructed upon any lot without the prior written approval of the Architectural Committee. No fences or walls erected by MISSION prior to initial occupancy of the homes on the property shall be removed, painted, increased or decreased in height, or altered in any way unless authorized by the Architectural Committee.

ARTICLE III - ARCHITECTURAL CONTROL

Section 1. COMMITTEE AND APPROVAL. No improvements shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on any lot other than by MISSION unless and until a complete set of plans and specifications thereof, including finished grading plans, plot plan (showing the location of such improvements on the building site), floor and roof plan exterior details, color scheme and landscaping and planting shall have been submitted to and approved in writing by a committee known and designated as the "Architectural Committee" initially composed of G. H. Lodder, Ronald R. Kirchoff, and Robert L. Meek; the address of the Architectural Committee is 15568 E. Hampden Circle, Aurora, Colorado. The members of the Architectural Committee shall receive no compensation for their services performed pursuant to this Declaration. Upon approval of the Architectural Committee, it shall be conclusively presumed that the location and height of any building, structure or improvement does not violate the provisions hereof. In the event of the failure or inability of any of the above named persons to serve in their designated capacity as members of the Architectural Committee, the remaining member or members of said Architectural Committee shall designate a person to fill the vacant position. Said designation, together with an indication of acceptance by the Appointee, shall be reduced to writing and shall be maintained in the files of said Architectural Committee. Said Appointee need not be a resident of the property subject to these restrictions, nor need said Appointee be an agent or employee of MISSION. In the event that all members of said Architectural Committee fail or refuse to act in their designated capacities, a new Architectural Committee may be selected by a majority vote of the then owners of lots situated within the property subject to these restrictions. In the event of the formation of such new Architectural Committee, said new Committee shall be fully and duly authorized to perform the duties and functions reserved unto MISSION in accordance with the terms of this Article III "Architectural Control."

Section 2. REPRESENTATIVE. The Committee may designate and appoint a representative and a majority of the members of said Committee may, from time to time, remove or replace such representative. The designated representative of said Committee may be, but need not be, a member of the Architectural Committee. Such representative must be consulted prior to disapproval of any plans by the Architectural Committee, but the decision of the Architectural Committee with respect to the approval or disapproval thereof shall be final.

Section 3. POWERS. The Architectural Committee, or its designated representative, shall have power and authority to enforce all provisions of this Declaration and to approve or disapprove the plans and specifications submitted to it. The approval of said plans, specifications and plot plan may be withheld not only because of non-compliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by reason of the reasonable dissatisfaction of the Committee with the grading plan, location of the structure on the lot, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the kind, pitch, or type of roof proposed to be placed thereon, the planting, landscaping, size, height or location of trees on the lot, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee, will render the proposed improvement inharmonious or out of keeping with the general plan of improvement of said property or with the improvements erected on other lots. The powers and duties of the Architectural Committee, and of its designated representative, shall cease after January 1, 2000 A.D., unless prior to said date, and effective thereon, a written instrument shall be executed by the record owners of a majority of the lots and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers and authorities previously exercised by the Architectural Committee.

Section 4. NON-WAIVER. The approval of the Committee of any plans or specifications submitted for approval as herein specified for use on any lot shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other lots.

Section 5. PRESUMED APPROVAL. If the Committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the Committee has approved said plans and specifications as submitted. If, after such plans and specifications have been approved, the improvements are altered, erected, or maintained upon the lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any improvement, said improvement shall, in favor of purchasers and encumbrances, in good faith and for value, be deemed to comply with all of the provisions hereof unless a notice of such non-compliance or non-completion, executed by the Architectural Committee, shall appear of record in the office of the County Recorder of Arapahoe County, Colorado, or legal proceedings shall have been instituted to enforce compliance with these provisions.

Section 6. NON-LIABILITY. Neither MISSION nor its successors or assigns, nor the Architectural Committee or a member thereof shall be liable to anyone by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, disapproval, or the failure to approve or disapprove any plans.

ARTICLE IV - TREE PLANTING.

Section 1. PLANTING. MISSION shall, for a period of one year following sale of a lot, have the right but not the obligation to plant, at its own expense, one (1) tree within the front three (3) feet of any such lot and one (1) tree within the side three (3) feet of the street side of any such corner lot. Each such tree planted by MISSION shall be of a variety and size determined by MISSION in accordance with a general neighborhood scheme of street tree planting.

Section 2. ACCESS. Each grantee of a lot agrees for himself, his assigns or successors in interest that he will permit MISSION free access to enter upon his property for the purpose of planting said tree or trees.

Section 3. MAINTENANCE. Each tree planted by MISSION on a lot shall be maintained continuously, in its planted location, by the owner of the lot at his expense. Each grantee of a lot agrees for himself, his assigns or successors that he shall cause no unreasonable damage to any such trees. As used herein, "unreasonable damage" shall include damage or destruction of any such tree caused by neglect or failure to practice normal tree maintenance. Each grantee of a lot shall be responsible for all such unreasonable damage and shall restore or replace any such tree so damaged with a tree of equivalent size and of the same variety.

ARTICLE V - SLOPE AND DRAINAGE MATTERS.

Section 1. ACCESS. Each grantee of a lot agrees for himself and his successors in interest that he will permit free access by owners of adjacent or adjoining lots to slopes or drainage ways located on his lot which affect said adjacent or adjoining lots, when such access is essential for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property.

Section 2. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear six (6) feet of each lot. 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 those improvements for which a public authority or utility company is responsible.

ARTICLE VI - DURATION, MODIFICATION AND ENFORCEMENT.

Section 1. NON-WAIVER UPON FAILURE TO ENFORCE. The failure of any owner, or of MISSION or its successors or assigns or the failure of the Architectural Committee to enforce any provision hereof shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision hereof.

Section 2. ASSIGNABILITY. Any and all of the rights, powers, and reservations of MISSION contained herein may be assigned, by MISSION to any person or persons, corporation, or association. The person or persons, corporation, or association shall consent in writing regarding the acceptance of such assignment of rights, powers, and reservations as stipulated herein. The assignee shall, in accordance and to the extent of such assignment, have the same rights and powers as are given to MISSION herein.

Section 3. CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every person who owns or acquires any right, title, estate or interest in or to any lot or portion of the property does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in said lot or any portion of the site.

Section 4. SEVERABILITY. Invalidation of any provision contained herein by judgment of court or otherwise shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 5. EFFECT ON LIENS, MORTGAGES OR TRUST DEEDS. A breach of any of the limitations, restrictions, easements, conditions, or covenants herein or any reversion hereunder and the exercise of any rights of enforcement by reason of such breach shall not defeat nor render invalid the lien or charge of any mortgage or deed of trust made in good faith and for value covering any lot or any portion thereof, but provided always that said limitations, restrictions, easements, conditions or covenants shall be binding upon and effective against any owner of said lot or portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.

Section 6. INSPECTION. The Architectural Committee or its representative may, from time to time, at any reasonable time enter upon and inspect any lot subject to this Declaration for the purpose of ascertaining compliance therewith.

Section 7. MISCELLANEOUS. (a) All of the limitations, restrictions, easements, conditions and covenants set forth in this Declaration shall continue and remain in full force and effect at all times in respect to the lots and the owners thereof for a period of thirty (30) years from date of recording, and shall, as then in force, be continued automatically and without further notice from that time for a period of twenty (20) years, and thereafter for successive periods of twenty (20) years each without limitation unless within six (6) months prior to initial expiration, or within the six (6) months prior to the expiration of any successive twenty (20) year period thereafter, a written agreement executed by a majority of the then record owners of the lots of the property then subject to this Declaration be placed on record in the office of the County Recorder of Arapahoe County, by the terms of which agreement any of such limitations, restrictions, easements, conditions, and covenants are changed, modified or extinguished in whole or in part as to all or any of the properties when subject thereto in the manner and to the extent therein provided. In the event any such written agreement of change or modification be duly executed and recorded, the original conditions, restrictions and changes as therein modified, shall continue in full force. At any time the record owners of a majority of the lots in the property may modify this Declaration and any of its limitations, restrictions, easements, conditions or covenants by an agreement placed on record in the office of the County Recorder of Arapahoe County.

(b) Each and all of the limitations, restrictions, easements, conditions and covenants is and are for the benefit of MISSION and each owner of one or more lots (or any interest therein) in the property and shall inure to and pass with each and every lot in the property and shall apply to and bind the respective successors in interest of MISSION irrespective of whether MISSION or its successors or assigns then owns any interest in the property. Each grantee of MISSION or its successors, of any lot in the property by acceptance of a deed incorporating the substance of this Declaration either by setting it forth or by reference thereto, accepts the same subject to all of such limitations, restrictions, easements, conditions, covenants and servitudes.

(c) Every act or omission whereby any limitation, restriction, easement, condition or covenant in this Declaration set forth is violated in whole or in part is declared to be and shall constitute a nuisance, and an action for abatement may be brought and maintained, and such remedy shall be deemed cumulative and not exclusive.

(d) Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof. MISSION and such persons as from time to time may be entitled to enforce these provisions, contemplate the specific enforcement of these limitations, restrictions, easements, conditions and covenants as part of a general plan for the improvement and use of said property, and do not contemplate recovery of damages in lieu of such enforcement for any breach or violation of any of these restrictions. In any action for breach or enforcement of this Declaration, the court shall award the prevailing party in such suit a reasonable sum as attorney's fees.

(e) The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(f) 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.

(g) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed on the date first written above.

MISSION VIEJO COMPANY,
a California Corporation

By Ronald R. Kirchoff
Its Director of Operations - E. S. D.

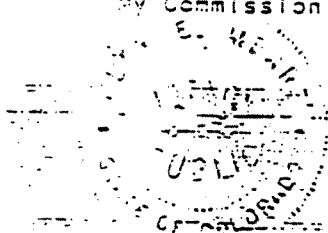
By Robert L. Meek
Its Project Manager - B/S. D.

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss

On January 18, 19 73, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald R. Kirchoff, known to me to be the Director of Operations, and Robert L. Meek, known to me to be the Project Manager, respectively, of MISSION VIEJO COMPANY, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

My Commission Expires December 19, 1976



E. H. Meek
Notary Public in and for said County and State