

ARTICLE IX, PAGE 21

4. RESTRICTIONS

Section 1. General Plan.

It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Properties, all in order to enhance the value, desirability, and attractiveness of the Properties and sub serve and promote the sale thereof.

Section 2. Restrictions Imposed.

The Declarant hereby declares that all of the Properties shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon, and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements, and Covenants, as well as those contained elsewhere in this Declaration.

Section 3. Use of Common Areas.

- a) No use shall be made of the common Area, which will in any manner violate the statues, rules, or regulations of any governmental authority having jurisdiction over the Common Area.
- b) No Owner shall engage in any activity, which will temporarily or permanently deny free access to any part of the Common Area to all Members, nor shall any Owner place any structure what-so-ever upon the Common Area.
- c) The use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Association.
- d) No use shall ever be made of the Common Area which will deny ingress and egress to those Owners having access to Lots only over Common Area, and the right of ingress and egress to said Lots is hereby expressly granted.

Section 4. Residential Use.

Subject to Section 5 of this Article IX. Lots shall be used for residential purposes only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes; provided, however, that an Owner may use his Lot for professional or home occupation(s) so long as the applicable zoning permits such use, there is no external evidence thereof, and no unreasonable inconvenience to other residents of the Properties is created thereby.

Section 5. Declarant's Use.

Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for Declarant, its employees, agents, and contractors, to perform such reasonable activities, and to maintain upon portions of the Properties such facilities as Declarant deems reasonable necessary or incidental to the construction and sale of Lots, and development and construction of Improvements on the Properties, specifically including, without limiting the generality of the foregoing, maintaining business offices, storage areas, construction yards and equipment, signs, model units, sales offices, parking areas and lighting facilities. Notwithstanding the foregoing, Declarant shall not perform any activity or maintain any facility on any portion of the Properties in such a way as to unreasonably interfere with or disturb any Owner, or to unreasonably interfere with the use, enjoyment or access of such Owner, his family members, guests or invitees of and to his Lot, the Common Area, and to a public right of way.

Section 6. Household Pets.

No animals, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in or on the Properties; provided, however, that the Owners of each Lot may keep a reasonable number of dogs, cats, or other domestic animals which are bona fide household pets, so long as such pets are not kept for any commercial purpose and are not kept in such manner as to create a nuisance to any resident of the Properties. The Association shall have, and is hereby given, the right and authority to determine in its sole discretion that dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance, or that an Owner is otherwise in violation of the provisions of this Section 6, and to take such action or actions as it deems appropriate to correct the same. An Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred by the Association as a result of such pets, and any such costs and damages shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in Article IV hereof.

Section 7. Temporary Structures; Unsightly Conditions.

Except as hereinafter provided, no structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Lot; provided, however, that during the actual construction, alteration, repair or remodeling of a structure or other improvements, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work. The work of constructing, altering or remodeling any structure or other improvements shall be prosecuted diligently from the commencement thereof until the completion thereof. Further, no unsightly conditions, structures, facilities, equipment or objects shall

be so located on any Lot as to be visible from a street, any other Lot, or from the Common Area.

Section 8. Miscellaneous Improvements.

- a) No advertising or signs of any character shall be erected, placed, permitted, or maintained on any Lot other than a name plate of the occupant and a street number, and except for a "For Sale," "Open House" or "For Rent" sign of not more than five (5) square feet. Notwithstanding the foregoing, reasonable signs, advertising, or billboards used by the Declarant in connection with the sale or rental of Lots, or otherwise in connection with development of or construction on the Properties, shall be permissible, provided that such not interfere with the Owner's use and enjoyment of their Lot or the Common Area, or with their ingress or egress from a public way to the Common Area of their Lot.
- b) No clotheslines, chain-linked (or other) dog runs, drying yards, service yards, wood piles or storage areas shall be so located on any Lot as to be visible from a street, any other Lot, or from the Common Area. No wood piles nor any other materials or any Improvements other than a boundary fence approved by the Architectural Review Committee shall be located on any Lot so as to be adjacent to any fence maintained by the Association.

1. Chain-Link Dog Runs.

- a) All chain-link dog runs must be built even to or lower than the fence line.
- b) All chain-link dog runs must be approved by the Architectural Review Committee. Dog runs must be approved, in writing, by both surrounding neighbors.

Section 8.C

No types of refrigerating, cooling, or heating apparatus shall be permitted, except when appropriately screened and approved by the Architectural Review Committee.

1. Cooling and Heating Units or Any Related Items.

- a) No aforementioned device shall be installed on the roof of any structure.
- b) All aforementioned devices must be located below the fence level at ground level.
- c) All aforementioned devices will be properly installed according to the manufacturer's instructions and comply with all applicable city, county, state, federal, and local codes and requirements.
- d) None of the aforementioned devices shall be installed on the front of any home.
- e) All window type units shall be removed during the season when not in use.

Section 8.F

No fences shall be constructed, installed, erected or maintained on Lots unless approved by the Architectural Review Committee and except such fences, in such locations, as are

installed or permitted to be installed by the Declarant units construction of Improvements on the Properties.

1. Fences.

- a) No fence or exterior wall shall be erected, placed or altered on any Lot without the necessary zoning and building permits as well as approval from the Architectural Review Committee.
- b) No fence shall exceed 72 inches or 6 feet in height from finished grade.
- c) Where 6 feet fences will meet 5 feet fences, the fence must transition within an 8 feet distance.
- d) All fences shall be constructed to match materials and design of existing fences and shall be approved by the Committee.
- e) Fences matching the existing material and appearance of existing fences and not exceeding 72 inches in height will be automatically approved, but the request form must still be submitted to the Architectural Review Committee.
- f) All fence construction should be completed within sixty (60) days of the project start.

Section 9. Vehicular Parking, Storage and Repairs.

- a) No house trailer, camping trailer, boat trailer, hauling trailer, boat, or accessories thereto, truck (larger than $\frac{3}{4}$ ton), self-contained motorized recreational vehicle, or other type of recreational vehicle or equipment, may be parked or stored on the Properties unless such parking or storage is within the garage area of any Lot or suitable screened from view in accordance with the requirements of the Architectural Review Committee, except that any such vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles within the Properties which are necessary for construction of for the maintenance of the Common Area, Lots or any Improvements located thereon.

1. Storage.

- a) Aforementioned items may be stored in the backyard ONLY if they are not visible from above the fence lines. These items are not allowed to be stored in the side or backyard if they are visible over the fence line.
- b) No boats, motor homes, camper trailers, or truck campers may be parked more than 72 hours on any street or Lot in the Arrowhead Community.
- c) Anyone owning such a vehicle may park it in the subdivision for seasonal preparations and winterizing for a period no longer than seven (7) days.
- d) No commercial vehicles, such as semi trucks, buses, dump trucks, and alike shall be permitted to be parked on streets adjoining Lots or upon any Lot in the Arrowhead Community.

Section 9.B.

Except as herein above provided, no abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on the Properties. An "abandoned or inoperable vehicles" shall be defined as any automobile, truck, motorcycle, or other similar vehicles, which has not been driven under its own propulsion for a period of one (1) week or longer, or which does not have an operable propulsion system installed therein provided, however, that otherwise permitted vehicles parked by Owners while on vacation (for a maximum of two (2) weeks) or during a period of illness shall not be deemed to be abandoned.

Section 9.C

In the event the Association shall determine that a vehicle is parked or stored on the Properties in violation of subsections (a) or (b) of this Section 9, then a written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner can be reasonable ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonable ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the Association in its discretion from time to time, the Association shall have the right to remove the vehicle at the sole expense of the owner thereof.

1. Written Notice.

- a) All written notices shall be sent to the home address where the violation has occurred.

Section 9.D.

No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted on the Properties, unless it is done within completely enclosed structure (s) which screen 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 any motor vehicle, together with those activities normally incident and necessary to such washing and polishing.

Section 10. Nuisances.

No nuisance shall be permitted on the Properties, nor any use, activity or practice which is a source of annoyance or embarrassment to, or which offends or disturbs, any residents of the Properties, or which interferes with the peaceful enjoyment or possession and proper use of the Properties, or any portion thereof, by its residents. As used herein, the term "nuisance" shall not include any activities of Declarant which are reasonable necessary to the development and construction of, and sales activities on, the Properties; provided, however, that such activities of the Declarant shall not unreasonably interfere with any Owner's use and enjoyment of his Lot, or with any Owner's ingress and egress

to or from his Lot and a public way. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed on any Lot which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. Further, no immoral, improper, offensive or unlawful use shall be permitted or made of the Properties or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Properties, or any portion thereof, shall be observed.

Section 11. Lots not to be Subdivided.

No Lot shall be subdivided except for the purpose of combining portions with an adjoining Lot provided that no additional building site is created thereby. Not less than one entire Lot, as conveyed, shall be used as a building site.

Section 12. No Hazardous Activities.

No activities shall be conducted on the Properties or within improvements constructed on the Properties which are 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 of the Properties and no open fires shall be lighted or permitted on the Properties except in a contained barbecue unit while attended and in use for cooking purposes or within an interior fireplace, or except such campfires or picnic fires on property which may be designated for such use by the Association.

Section 13. No Annoying Light, Sounds or Odors.

No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying; and no odor shall be permitted from any Lot which is noxious or offensive to others.

Section 14. Restrictions on Trash and Materials.

No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate on the Properties unless placed in a suitable container suitably located solely for the purpose of garbage pickup. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.

Section 15. Minor Violations of Setback Restrictions.

If upon the erection of any structure, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of Lots immediately adjoining the structure which is in violation of the setback, and such waiver shall be binding upon all other Owners.

However, nothing contained in this Section 15 shall prevent the prosecution of a suit for any other violation of the restrictions, covenants, or other provisions contained in this Declaration. A "minor violation," for the purpose of this Section, is a violation of not more than four (4) feet beyond the required setback lines or Lot lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to, or replacements of, any such structures.

Section 16. Rules and Regulations.

Rules and regulations concerning and governing the Properties, or any portion thereof, may be adopted, amended or repealed, from time to time by the Board of Directors of the Association, and the Board of Directors may establish and enforce penalties for the infraction thereof, including, without limitation, the levying and collecting of fines for the violation of any such rules and regulations.

Section 17. Lots to be Maintained.

Each Lot shall at all times be kept in a clean, sightly and wholesome condition by the Owner of the Lot. No trash, litter, junk, boxes, containers, bottles cans, implements or machinery shall be permitted to remain upon any Lot except as necessary during the period of construction or as provided in Section 14 of this Article IX.

Section 20. Maintenance of Grade and Drainage.

As more fully provided in that certain Declaration of Covenants Concerning the Maintenance of Certain Improvements to Real Property as the same has been or will be recorded in the real property records of Jefferson County, Colorado, each Owner shall maintain the grading upon his Lot and the Association shall maintain the grading upon the Common Area and such other real property which the Association has a duty to maintain at the slope and fixed by the final grading thereof, including landscaping and maintenance of the slopes. Each Owner and the Association agrees, for themselves and their successors and assigns, that they will not in any way interfere with the established drainage pattern over any Common Area, Lot or other real property which they have a duty to maintain from adjoining or other real property. In the event that it is necessary or desirable to change the established drainage over any Lot or Common Area or other real property which an Owner or the Association has a duty to maintain, then the party responsible for the maintenance of such real property will submit a plan to the Architectural Review Committee in accordance with the provisions of Article V of this Declaration. For purposes of this Section 20, "established drainage" is defined as the drainage which exists at the time final grading of a Lot is completed.

Section 21. Destruction of Residences on Lots.

If, due to casualty or for any other reason, a residence located on a Lot shall be destroyed or so damaged that the residence is no longer habitable, then the Owner of such Lot shall within a reasonable time not to exceed one hundred and twenty (120) days after the event

resulting in such damage or destruction either commence and diligently pursue repair or reconstruction of the residence or demolish the same. Demolition of a residence shall include removal of any foundation slab, basement walls and floor, regarding the Lot to a level condition and the installation of such landscaping as may be required by the Architectural Review Committee pursuant to a plan submitted to the committee by the Owner of said Lot. If the Owner of a Lot does not either commence repair, reconstruction or demolition within a reasonable time as provided hereinabove and diligently pursue the same in conformance with plans approved by the Architectural Review Committee, then the Association may, in its reasonable discretions, after providing the notice required in Article VIII, Section 2, hereof, enter upon the Lot for the purpose of demolishing the residence and landscape the Lot in conformance with approved plans. The cost related to such demolition and landscaping shall be the personal obligation of the Owner of the Lot on which work is performed and shall be subject to all of the terms and provisions applicable to "assessment" as provided in Article III hereof, including, without limitation, interest, late charges and lien rights.

COVENANT VIOLATIONS

Any Owner in violation of the Covenants shall receive a written warning requiring the Owner to come in compliance of the specific Covenants they are violating. If the Owner disregards the written notice and continually is in violation of a specific Covenant, the Owner will be contacted by the Association's attorney.