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BOOK 6476 PAGE 494

May 15, 1992

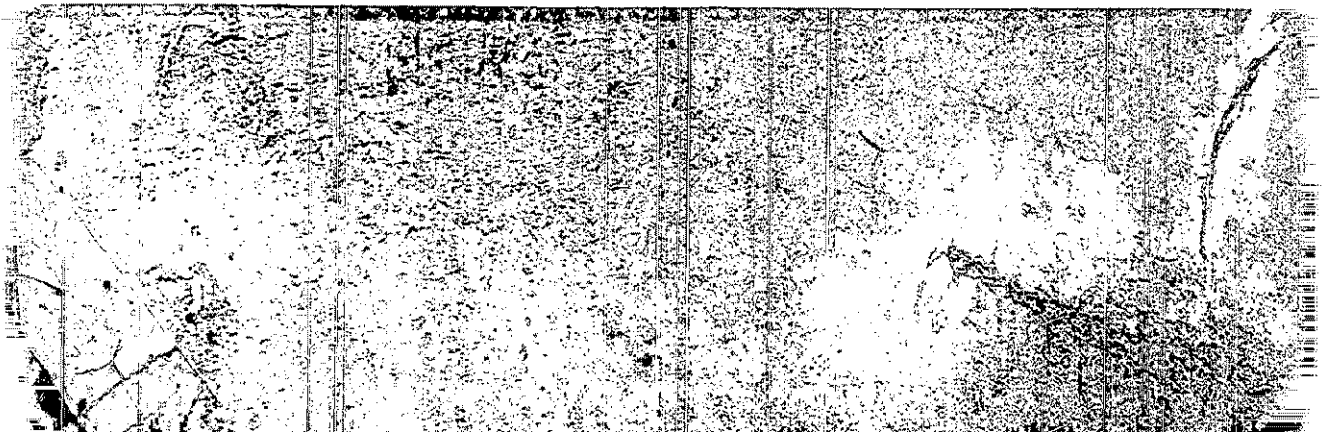
Arapahoe County Clerk and Recorder's Office
5334 South Prince
Littleton, Colorado 80166
Attention: Recording Office

Gentlemen:

Attached are the Meadow Hills Estates Declaration of Covenants, Conditions, and Restrictions together with signature pages, which we hand to you to be recorded in the real estate records of Arapahoe County.

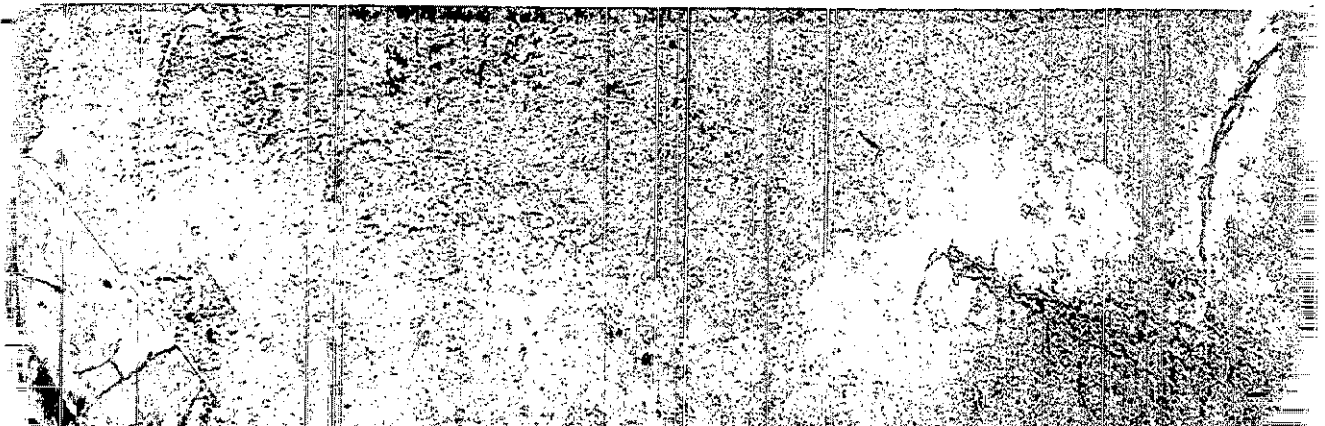
Yours very truly,
Clyde R. Hampton
Clyde R. Hampton

cc: MHEHA files.



M E A D O W H I L L S E S T A T E S

DECLARATION OF
COVENANTS,
CONDITIONS,
AND RESTRICTIONS



T A B L E o f C O N T E N T S
Page 1 of 2

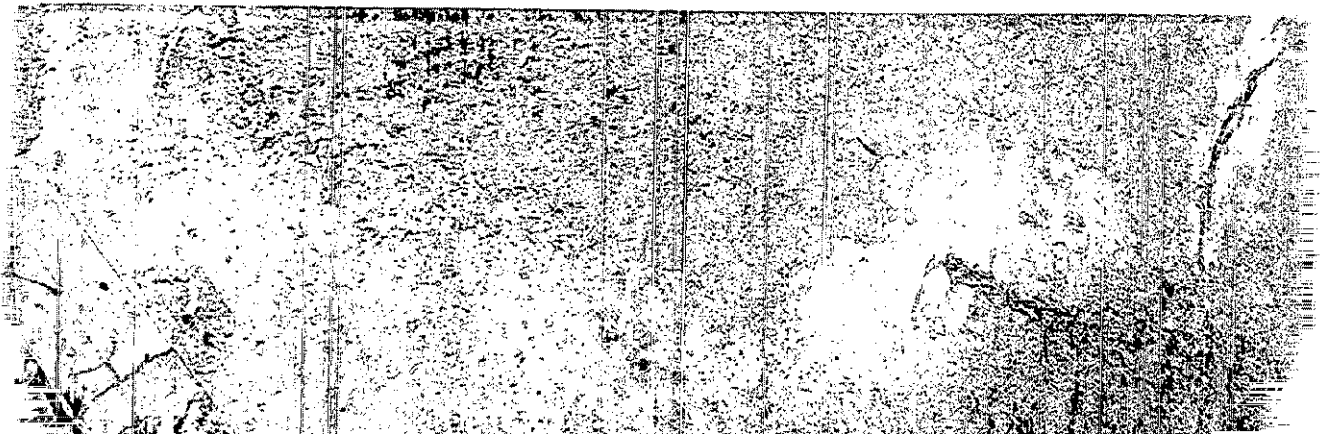
ARTICLE I	<u>INTRODUCTION</u>
	p.1 A Grandfather Clause
	B Prior Covenants
	p.2 C General Matters
ARTICLE II	<u>DEFINITIONS</u>
	p.3 & p.4
ARTICLE III	<u>ASSOCIATION MEMBERSHIP</u>
	p.5 A Membership
	B Voting Rights
	C Membership Dues
	p.6 D Effect of Nonpayment of Dues & Association Remedies
ARTICLE IV	<u>ARCHITECTURAL CONTROL COMMITTEE</u>
	p.7 A Creation of the Committee
	B Duties
	p.8 C Non Liability of Members
	p.9 D Variances
ARTICLE V	<u>RESTRICTIONS</u>
	p.10 A Noxious & Offensive Activities
	B Maintenance & Repair Activities
	C Occupancy
	p.11 D Natural Resources
	E Masonry Construction
	F Final Grade
	G Dwelling Specifications
	p.12 H Building Location
	p.13 I Easements
	J Rentals
	K Animals
	L Fences & Walls
	M Burning
	p.14 N Maintenance of Property
	O Subdivision of Lots
	P Underground Electric Lines
	Q Butane, Propane, Fuel, Oil & Natural Gas
	p.15 R Hazardous Activities
	S Clothes Lines, Antennas, etc.
	T Elevated Tanks & Appurtenances
	U Sound Devices
	V Vacant Lot Maintenance
	p.16 W Exterior Lighting
	X Reflective Glass

TABLE of CONTENTS
Page 2 of 2

ARTICLE V	<u>RESTRICTIONS (continued)</u>
p.16	Y Solar Panels Z Roofing AA Garbage and Refuse Disposal BB Sight Obstructions
p.17	CC Equipment & Vehicle Storage DD Landscaping & Maintenance
p.18	EE Maintenance of Drainage Pattern FF Signs
ARTICLE VI	<u>GENERAL PROVISIONS</u>
p.20	A Membership Succession B Amendment C Owner Registration
p.21	D Severability E Benefits and Burdens F Waiver G Singular and Plural H Paragraph Headings I Counterparts J Disclaimer of Action
p.22	K General

EXHIBITS

EXHIBIT A	p.23	PROPERTY LEGAL DESCRIPTION
EXHIBIT B	p.24	PROPERTY MAP
EXHIBIT C	p.25	FORM OF COUNTERPART SIGNATURE PAGE



ARTICLE I

INTRODUCTION

Section A. GRANDFATHER CLAUSE Any and all structures built in conformance with the Original Covenants and in place prior to the adoption of these Covenants shall be specifically exempted from the construction restriction imposed in Article V "Restrictions". Furthermore, the repair or replacement of existing structures also shall be exempt from such restrictions so long as such repair or replacement complies with the Original Covenants. Any plans for construction approved by the Architectural Control Committee, but not yet completed prior to the effective date of approval of these Covenants will likewise be exempted. The Board of Directors may grant a variance for plans submitted for modifications or additions to existing structures which were in place prior to these modified covenants, when such variance is necessary to provide consistency of design and appearance with the existing structure, provided that the addition or modification complied with the Original Covenants. Any existing structure which is damaged or destroyed subsequent to the effective date of these Covenants may be repaired or rebuilt substantially the same manner as existed prior to the damage or destruction so long as the repair and rebuilding comply with the Original Covenants. A variance to these Covenants can be granted by the Board of Directors only when the use of the existing foundation is impossible or impractical, or restrictions imposed by construction standards of Article V necessitates a variance, or for good cause shown. Such variance will be limited to the provisions of the Original Covenants.

Section B. PRIOR COVENANTS On September 22, 1959, Protective Covenants for Meadow Hills and Meadow Hills - Second Filing (the "Original Covenants") were executed and placed on record in the real property records of Arapahoe County, Colorado (the "Records") in Book 115 on page 510. On November 3, 1976, a document entitled "Protective Covenants Meadow Hills Subdivision" was placed on record in Book 2513 on Page 499 purportedly setting forth covenants for Meadow Hills (the "Subsequent Covenants"). Following the filing of the Original Covenants and Subsequent Covenants, the owners of property from Meadow Hills (First Filing) (also now know as Meadow Hills Subdivision), adopted a separate set of covenants and are no longer subject to the Original Covenants or Subsequent Covenants.

The Original Covenants and Subsequent Covenants each provide that they shall be binding upon the owners of land in Meadow Hills for a period of thirty (30) years from the date of recording, and shall be automatically extended for a period

of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to modify or change the Original Covenants and/or Subsequent Covenants. This Declaration of Covenants, Conditions and Restrictions for Meadow Hills is intended to be a modification of the Original Covenants and Subsequent Covenants superseding in all respects the provisions of the Original Covenants, the Subsequent Covenants and any amendment thereto affecting the Property (as hereinafter defined).

Section C. GENERAL MATTERS Meadow Hills Estates Homeowners Association, Inc. (the "Association") is served by an active Board of Directors and Architectural Control Committee. To become a member of the Association, you must be an owner of a developed or undeveloped lot within the boundaries of Meadow Hills Estates. The Board of Directors is elected by the Association members, and members of the Architectural Control Committee are appointed by the Board of Directors. A current list of the members of the Association Board of Directors and the Architectural Control Committee is available upon request.

The purpose of these Covenants is to establish and impose a general plan for the improvement, development, use and occupancy of the property located in Meadow Hills Estates, which shall be binding on and inure to the benefit of the owners of such property and future owners of the properties, in order to enhance value, desirability and attractiveness of all property in Meadow Hills Estates.



ARTICLE II

DEFINITIONS

The following words and terms when used in this Declaration (unless the context shall prohibit or there shall be a specific statement to the contrary) shall have the following meanings:

Architectural Control Committee shall mean those persons appointed to serve as members of the Architectural Control Committee pursuant to Article IV of this Declaration.

Association shall mean and refer to the Meadow Hills Estates Homeowners Association, Inc., a Colorado non-profit corporation, its successors and assigns charged with the duties and obligations as set forth herein.

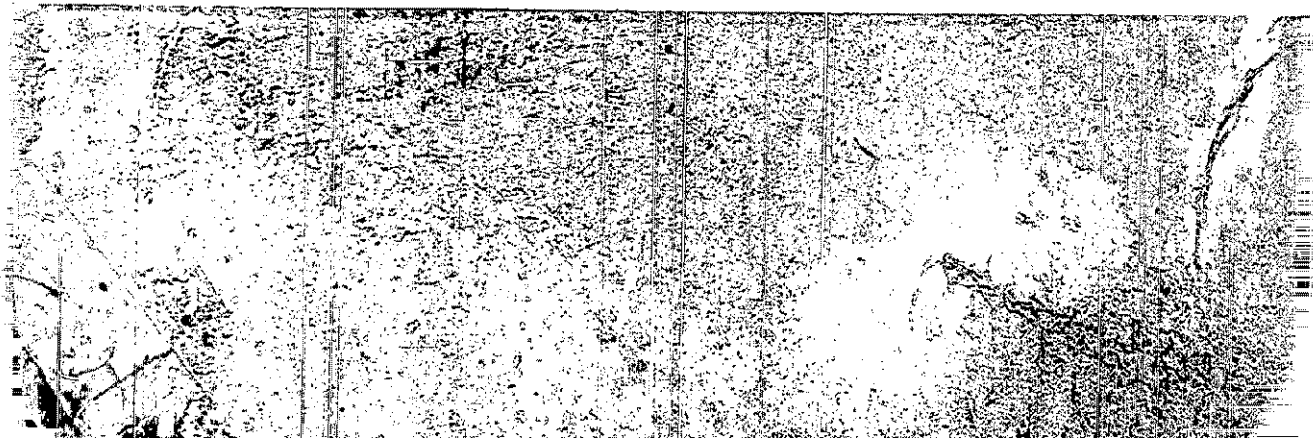
Board of Directors shall mean and refer to Members elected by the Association or appointed to serve as directors of the Association.

Declaration or Covenants shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Meadow Hills Estates as it may be amended from time to time.

Developed Lot shall mean a lot upon which a single family residence has been constructed and a Certificate of Occupancy has been duly issued.

First Mortgage shall mean and refer to any outstanding mortgage, deed of trust or other security instrument securing the unpaid balance of a bona fide obligation to a lender and recorded in the records of the office of the Clerk and Recorder of the County of Arapahoe, State of Colorado, encumbering any Lot which has priority of record over all other recorded liens, except those governmental liens granted by the laws of the State of Colorado.

First Mortgagee shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage or any successor to the interest of any such person under such First Mortgage.



Lot shall mean and refer to any developed or undeveloped plot of land subject to this Declaration, which is shown upon any recorded subdivision map of the Property or any portion thereof, with the exception of the general common areas and public streets, but together with all appurtenances and improvements now or hereafter constructed thereon.

Meadow Hills or Meadow Hills Estates shall mean the first filing in the Meadow Hills subdivision.

Member shall mean and refer to each Owner(s) of a Developed Lot without exception, and Owner(s) of Undeveloped Lots who have opted to join the Association by paying and maintaining current membership dues status.

Membership Dues shall mean and refer to the dollar amount to be paid to the Association by every Lot Owner, including without limitation a Developed Lot Owner, and an Undeveloped Lot Owner who has opted to join the Association as provided herein. The dollar amount shall be determined by the Association in accordance with Article III (C) of this Declaration.

Owner shall mean and refer to the record Owner of a Lot, whether one or more persons or entities, having title to any Lot which is a part of the Property.

Property shall mean the real property located in Meadow Hills Estates subject to this Declaration as legally described on Exhibit A attached hereto and as shown on the map attached hereto as Exhibit B.

Undeveloped Lot shall mean a lot located in the Property upon which no single family residence has been constructed for which a Certificate of Occupancy has been duly issued.



ARTICLE III

ASSOCIATION MEMBERSHIP

Section A. Membership Every Owner of a Developed Lot shall be considered a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Developed Lot. Owners of Undeveloped Lots shall have the right to join the Association and become a Member by simply paying and maintaining current membership dues status as prescribed by the Association.

Section B. Voting Rights Owners of Developed Lots and Owners of Undeveloped Lots, both of whom are current with their Association dues, shall be entitled to one (1) vote for each Developed Lot and/or Undeveloped Lot owned. When more than one person holds an interest in any Lot (Developed or Undeveloped), all such persons shall be Members, and the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to a Developed or Undeveloped Lot. At any time the vote or approval of the Association Members is required, unless otherwise specified in this Declaration or the Articles of Incorporation or Bylaws of the Association, the affirmative vote of a majority of the Members at a duly called meeting at which a quorum is present shall be deemed sufficient for purposes of taking any proposed action. To the extent permitted (or not prohibited) by the Articles of the Incorporation or Bylaws of the Association, a Member may vote in person or by duly executed proxy in any matter requiring the vote of a Member. For purposes of this provision, the term "majority" shall mean voting rights totaling more than fifty (50) percent of the required votes for any proposed action or resolution of the Members.

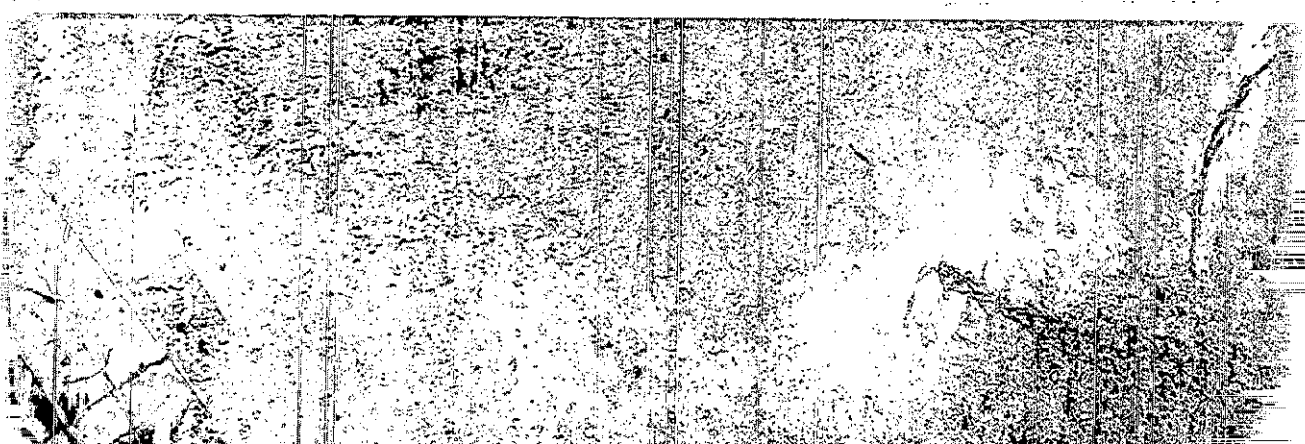
Section C. Membership Dues The Association shall have the right to assess annual membership dues. The amount of membership dues and the time of payment shall be established by a majority vote of the members at a duly called meeting at which a quorum is present. If for any reason the Association is unable to set the Membership Dues for any year or years (for example, by reason of the failure of the requisite number of members to approve the dues), the dues for that year shall be the same as the dues for the immediately preceding year. Membership dues shall be the same amount for Developed Lot Owners as well as Undeveloped Lot Owners who opt to join the Association.

Section D. Effect of Nonpayment of Dues & Association Remedies

The Association's Board of Directors may provide for the payment of membership dues in monthly, quarterly, semi-annual or annual installments. Any Owner of a Developed Lot who fails to pay a membership dues installment on its due date shall be in default. If such default is not cured within ten (10) days following notice of said default, the Owner of the Developed Lot shall be automatically suspended from and after the end of the 10 day period until such time the delinquent dues (including prior years dues, if any) are paid in full. For Owners of Undeveloped Lots who choose not to pay membership dues, or choose to discontinue payment of dues, they shall be considered non-members of the Association and therefore have no membership rights. For purposes of this provision, suspension of all rights as a Member shall mean the suspension of all rights as a Member in the Association including without limitation the right to vote on any Association matters.

The obligation to pay membership dues shall be the personal obligation of each Owner of a Developed Lot. The Association shall not have the right to file a lien against property for the failure to pay membership dues. The Association's only remedy for non-payment of dues shall be to suspend the defaulting member's rights as provided in this section.

Upon the sale or other transfer of property, the new owner shall not be responsible for the membership dues which may not have been paid by the previous owner. The new owner shall only be required to pay membership dues assessed by the Association after the date of acquisition of the property by the new owner.



ARTICLE IV

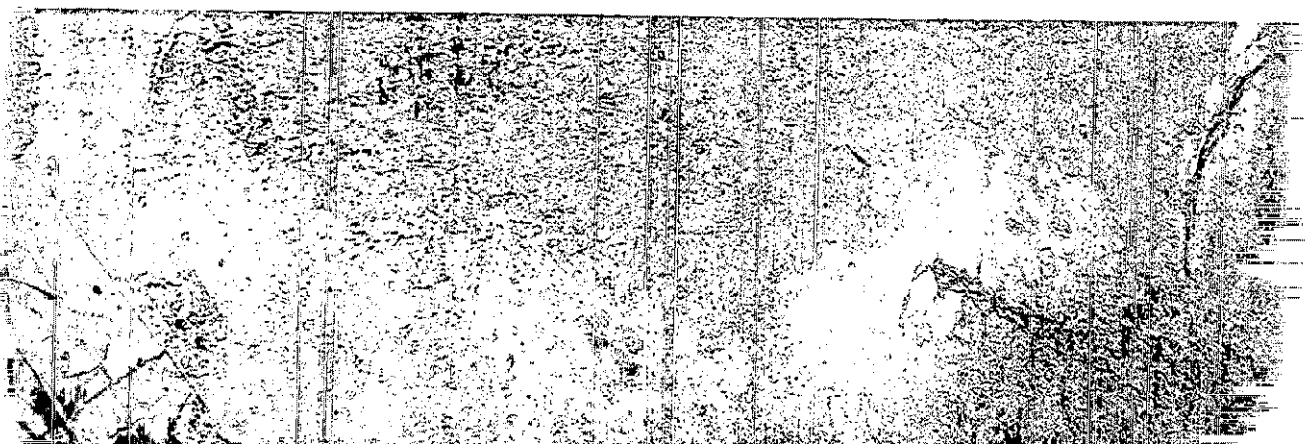
ARCHITECTURAL CONTROL COMMITTEE

Section A. Creation of the Committee The Architectural Control Committee shall consist of three (3) Members of the Association. Members of the Architectural Control Committee shall be appointed by the Board of Directors of the Association. In the event of the death, resignation, or removal of an Architectural Control Committee member, the Board shall by majority vote appoint a successor, and the Board shall also by majority vote have the power and the authority to terminate and replace any or all of the committee members at their discretion and as deemed necessary. In addition, the appointed Chairperson of the Architectural Control Committee shall also be required to serve as a member on the Association's Board of Directors.

Section B. Duties The Architectural Control Committee on behalf of and in the best interest of the Association shall perform to the best of their ability the duties of reviewing and approving or disapproving plans and specifications submitted to the Committee relative to any proposed construction, improvement, excavation or alteration of any kind on any Lot located with the Meadow Hills Estates. In addition, the Architectural Control Committee shall be charged with the duty and responsibility of enforcing the covenants and restrictions under control of the Board of Directors of the Association and in the name of the Association, and the Committee shall have the right to employ consultants with the approval of the Board of Directors to assist in the performance of its duties when deemed necessary. The Architectural Control Committee shall also have the right, with the approval of the Board of Directors, to adopt architectural standards and construction regulations and such other rules and regulations as it deems necessary or appropriate to aid in the performance of their duties, so long as they are consistent with this Declaration.

Prior to the commencement of construction of any dwelling or other improvement on a Lot (including excavation) or the construction of any addition to any existing structure on a Lot, a complete set of plans and specifications with respect thereto must be submitted in not less than triplicate, under the signature of the Owner or Owner(s) authorized agent. All plans and specifications submitted must be in the manner and form that is satisfactory to the Architectural Control Committee showing proposed improvements, Lot layout and all exterior elevations, materials and colors, preliminary landscaping, grading and drainage easements and utilities, a drainage plan, if the Lot's or

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Property's drainage will be materially affected, and such other information as may be requested by the Committee.

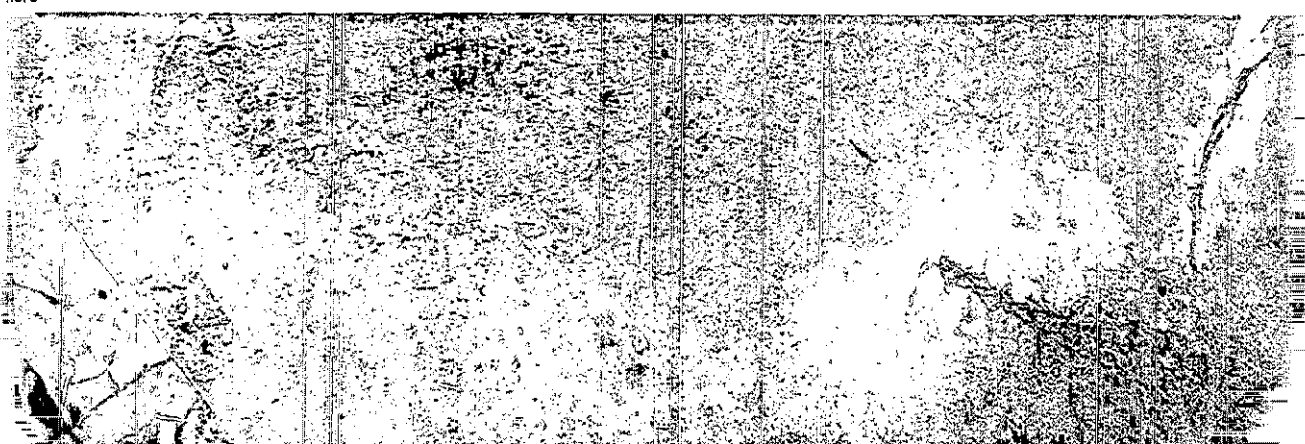
Upon final approval, a copy of such plans and specifications shall become the property of the Association for its records.

The Architectural Control Committee's approval shall be based, among other things, on suitability of exterior design, colors and materials, relation of the proposed improvements to the natural topography, grade and finished ground elevation, relation of the structure to that of neighboring or adjacent structures and natural features of the Lot, and conformity of the plans and specifications to the purpose and general plan and intent of the Covenants overall.

In addition, initial landscaping plans and any substantial modifications to any existing landscaping plans must be submitted to the Architectural Control Committee for approval prior to implementation in accordance with the procedures described in this Declaration and any rules and regulations of the Architectural Control Committee then in effect.

The Architectural Control Committee shall not arbitrarily or unreasonably withhold its approval of plans and specifications. However, if the Architectural Control Committee fails either to approve or disapprove such plans and specifications in writing (including the re-submission of disapproved plans and specifications which have been revised) within fifteen (15) days after the same have been submitted and provided that all required information has been included, it shall be deemed that said plans and specifications have been approved. The aforesaid fifteen (15) day time frame shall commence on the day that all required parts of the plans and specifications have been duly received by the Architectural Control Committee. A majority vote of the Architectural Control Committee is required to approve any proposed plans and specifications.

Section C. Non Liability of Members No member of the Architectural Control Committee, Board of Directors, Association member, nor their respective agents, successors and/or assigns, shall be liable for any damages to anyone submitting plans and/or specifications, or for whom such have been submitted, to the Architectural Control Committee for approval, by reason of mistake in judgment, negligence or failure to perform arising out of or in connection with the approval of disapproval or failure to approve any such plans and/or specifications. Every individual who submits plans and specifications to the Committee for approval agrees, by submission of such plans and specifications, that he or she will not bring any legal action or suit of any nature against the Architectural Control Committee, Board of Directors, Association, nor any member thereof nor their successors and/or assigns to recover any damages whatsoever

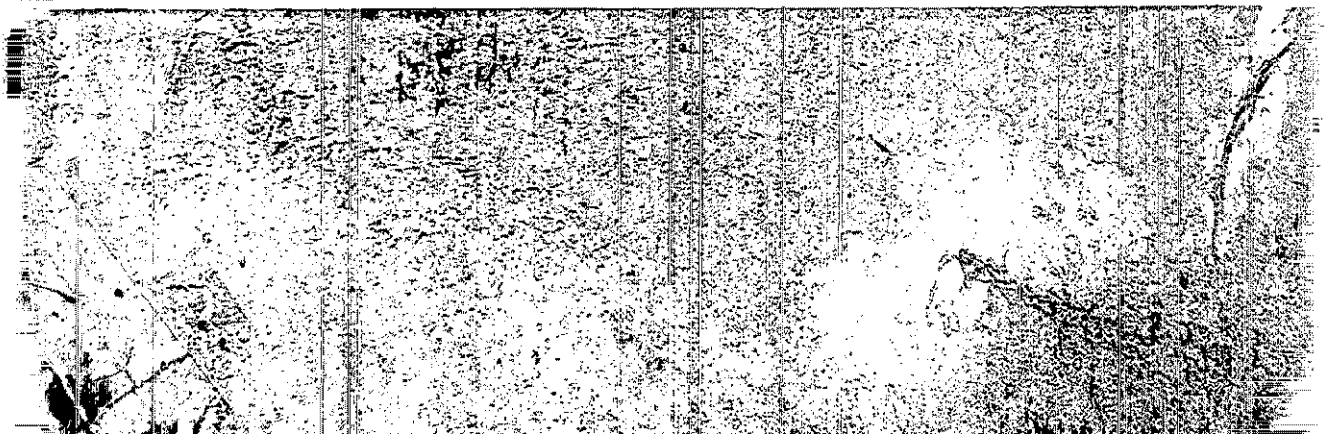


arising from the review of such plans and specifications or the implementation thereof.

Any and all approvals issued by the Architectural Control Committee shall in no respect be deemed to constitute compliance with the requirements of any local building codes nor safe or appropriate construction practices, and it shall be the sole responsibility of the Owner and/or Owner's agent in submitting plans and specifications to the Committee to comply therewith. In addition, after plans and specifications have been approved by the Architectural Control Committee, such plans and specifications shall not be altered nor shall any construction in respect thereto commence which is not in conformance with approved plans and specifications without prior written approval by the Architectural Control Committee.

Section D. VARIANCES The Architectural Control Committee shall not have the authority to grant a variance of any kind without the approval of the Board of Directors. Considerations for a variance shall be based upon such things as exceptional narrowness, shallowness, shape of a specific piece of property, exceptional topographic conditions or other extraordinary and exceptional situations pertaining to the property including exceptional and undue hardships on the Owner.

Every variance granted by the Board of Directors shall be supported by evidence to the effect that the exceptional circumstances of the particular case are such as to constitute just cause for the variance.



ARTICLE V

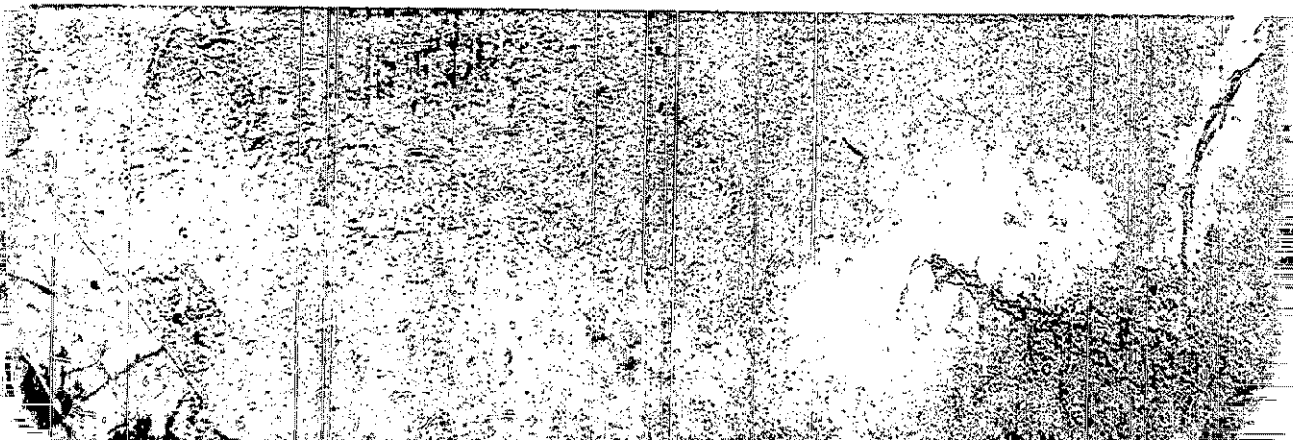
RESTRICTIONS

The Property (Meadow Hills Estates) and each Lot therein shall be subject to the following provisions, conditions, restrictions, agreements and covenants.

Section A. Noxious & Offensive Activities The owner of any Lot shall not suffer or permit any noxious or offensive activity to be conducted, carried on or practiced thereon or within any dwelling or accessory building constructed thereon or otherwise use such Lot or improvements for any purpose that would constitute an annoyance to the neighborhood or a nuisance as provided by law, or that would detract from the residential value, reasonable enjoyment and quality of the Property and each of the Lot Owners.

Section B. Maintenance & Repair Activities No repair or maintenance activity including, but not limited to, repair, rebuilding, dismantling, repainting, or servicing of automobiles or machinery or equipment of any kind (except routine maintenance of machinery and equipment which is attached to or an integral part of a dwelling unit located on a Lot) may be performed on a Lot unless it is done within completely enclosed garages or other structures located 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 a motor vehicle, boat, trailer or motor driven cycle together with those activities normally incident and necessary to such washing and polishing.

Section C. Occupancy No portion of any Lot or improvement thereon 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 construction thereon. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently. Temporary facilities may be constructed for purposes of sales personnel with regard to the sale and construction of a Lot and dwellings within the Property as long as said temporary facilities conform to applicable law and receive prior written approval from the Board of Directors.



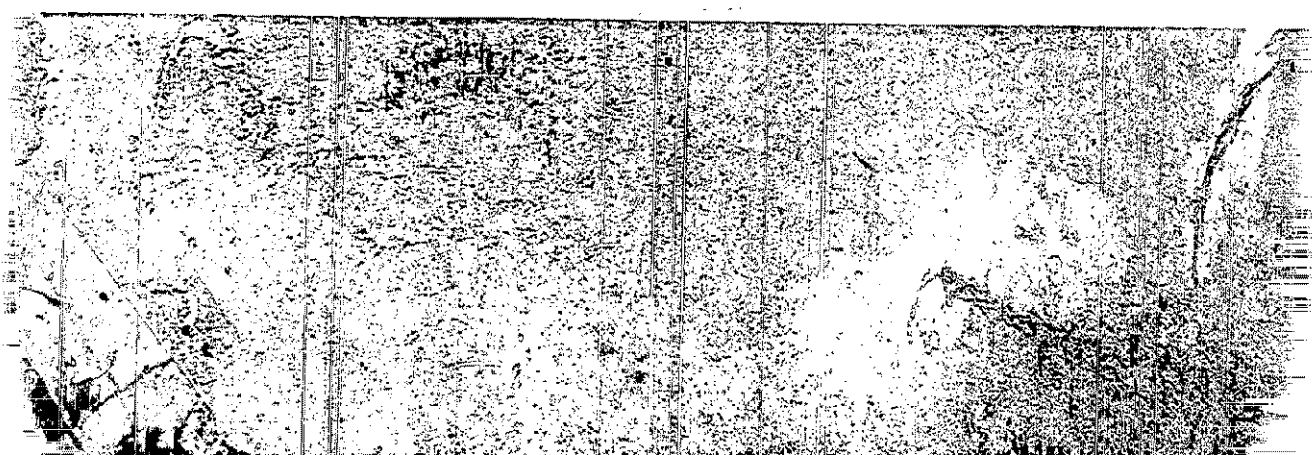
Section D. Natural Resources No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within any Lot. No derrick or other structure designed for use in boring for oil, natural or other minerals shall be erected, maintained or permitted upon any Lot. No Lot Owner shall be permitted to drill a well intended for the extraction of water from the ground, nor construct a septic or sewage disposal system on any Lot without prior approval of the Architectural Control Committee.

Section E. Masonry Construction Each dwelling on a lot shall be constructed with at least sixty (60) percent of its exposed area of the main floor premises walls being of masonry construction. For purposes of these covenants, masonry construction shall be deemed to be brick, natural stone or any other similar substance approved by the Architectural Control Committee. The use of slump block or artificial materials including fiberglass is expressly prohibited. The use of stucco shall be considered for possible approval, however, since there are various types of stucco materials and methods of application, such as the conventional stucco methods (ie. chicken wire etc.), which for purposes of these Covenants are expressly prohibited, the Architectural Control Committee shall require a detailed preview of the proposed stucco materials and application method prior to any consideration or possible approval being granted.

The perimeter of garages may be included in the sixty (60) percent calculation of exposed area at the discretion of the Architectural Control Committee. Window and door openings shall be included as being masonry to the extent of the height to which actual masonry construction reaches on both sides of said openings.

Section F. Final Grade No Developed Lot shall have a final grade at the perimeter of the foundation, with its highest point exceeding three (3) feet above the highest point of the Lot's curb line. The owner of a Lot may request a variance from this requirement if such request is accompanied by a report from an engineer duly licensed in the State of Colorado certifying that such a variance is necessary or advisable with respect to the requesting Owner's Lot. The Architectural Control Committee in conjunction with the Board of Directors shall review the request and the accompanying engineering report and determine whether to grant a variance. The granting of such a variance request shall not be unreasonably withheld.

Section G. Dwelling Specifications A Lot shall be used exclusively and solely for a single family residence. No residence



shall be substantially constructed of pre-fabricated materials. Each main residence structure shall be limited to a one (1) story "Ranch Style" or a split level "Tri-Level" type home. Two (2) story homes are not permitted.

For the one (1) story ranch style type home, it shall have a minimum of three thousand (3000) square feet of living space (excluding garage area) on the main floor with no roof eave exceeding twelve (12) feet above the highest point of the final grade at the perimeter of the foundation.

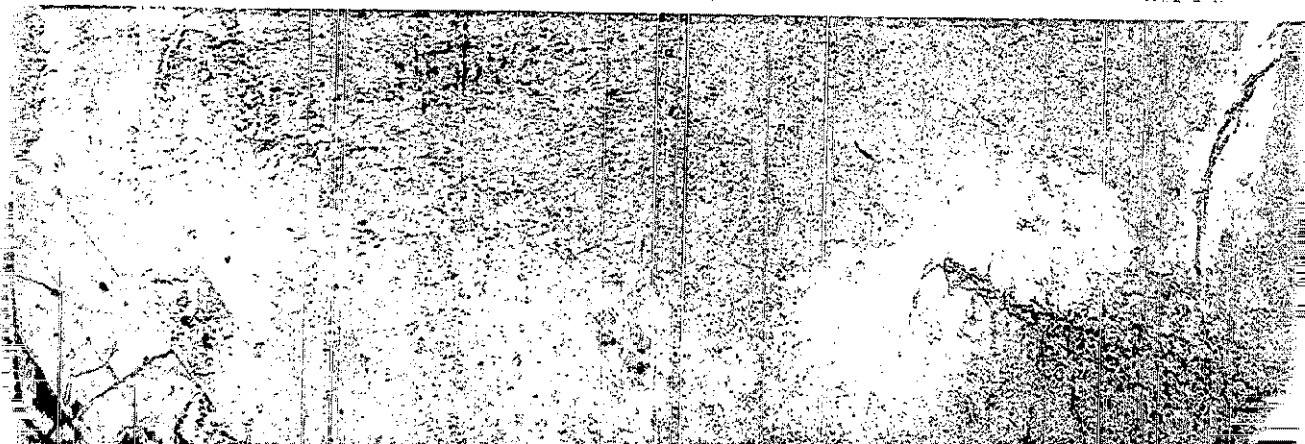
For the tri-level type home, the eave of the roof of the one and one-half story portion will not exceed eighteen (18) feet above the highest point of the final grade at the perimeter of the foundation. In addition, the mid and lower levels combined will have an area of not less than two thousand five hundred (2500) square feet of living space (excluding garage area), and the top level shall not exceed more than thirty (30) percent of the total living area.

The highest point of any residence (ranch or tri-level) shall not exceed twenty eight (28) feet above the highest point of the final grade at the perimeter of the foundation. In addition, the minimum square footage as specified above for both types of homes shall be exclusive of any garages, patios, basements, porches and/or accessory buildings.

The front elevation of any residence shall not contain more than one (1) eighteen (18) foot wide garage door and one (1) ten (10) foot wide garage door, or three (3) nine (9) foot wide garage doors. Garage entrances located on other than the front elevation shall not contain more than two (2) sixteen (16) foot wide garage doors, or one (1) sixteen foot wide door and one (1) nine (9) foot wide door, or three (3) nine (9) foot wide doors.

Garages shall contain a minimum of one (1) sixteen (16) foot wide door or two (2) eight (8) foot wide doors. Carports and detached garages are expressly prohibited.

Section H. Building Location No residence or any part thereof shall be erected or maintained on any Lot or Lots less than forty (40) feet from the front lot line. No residence or any part thereof shall be erected on any Lot less than forty (40) feet from any side street line, and no residence or any part thereof shall be erected or maintained thereon on any Lot or Lots less than twenty five (25) feet to any interior Lot line. In any event, no building shall be located on any Lot with minimum set backs less than those imposed by the applicable and local building codes. For the purpose of these Covenants, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be con-



strued so that any portion of any building can encroach upon another Lot. The Board of Directors shall have the authority to make exceptions to these set backs on any Lot which has less than one hundred fifty (150) foot frontage on the street and one hundred eighty (180) foot depth, and less than one hundred fifty (150) rear lot dimension. In making such exceptions said Board of Directors shall keep in mind that the purpose of these set backs is to allow sufficient open space between dwellings, but at the same time to allow one residence to be built upon each Lot.

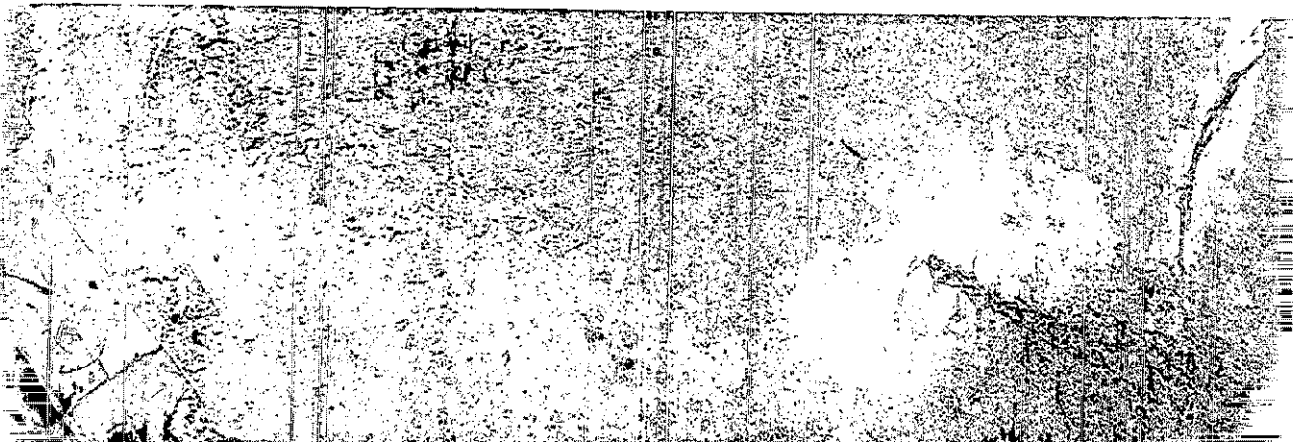
Section I. Easements Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown on the recorded plat.

Section J. Rentals No room or rooms in any residence or parts thereof may be rented or leased, and no paying guests shall be quartered in any residence. Nothing contained herein, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family, nor from providing accommodations for a live-in housekeeper, child care provider, or members of an Owner's immediate family. For purposes of this provision, "immediate family" shall include only an Owner's parents and children.

Section K. Animals No horses, cattle, sheep, goats, pigs, poultry, or other animals of any description shall be kept or maintained on any Lot except that residents may keep dogs, cats, fish, birds or other animals which are bona fide household pets so long as such pets are not kept for commercial purposes and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of other Lots.

Section L. Fences & Walls Fences and walls are restricted to wrought iron, decorative wood, stone or brick and shall not exceed a maximum of six (6) feet in height measured from the adjoining ground surface inside the fence or wall. No fences, walls or hedges will be permitted on the street frontage beyond the set back line unless permission is granted by the Architectural Control Committee. Residences with swimming pools and/or ponds shall take the necessary precautions re access from other lots in erecting appropriate barriers (fence or wall) for the safety of children.

Section M. Burning No coal or other type fuel which gives of smoke, except wood or charcoal shall be used for heating, cooking or any other purposes. In addition, no trash or garbage shall be burned on the premises.



Section N. Maintenance of Property Each Lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any Lot so they are visible from any neighboring Lot or street, except as necessary during the period of construction.

In the event any structure is destroyed either wholly or partially by fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform to these Covenants or all remaining portions of the structure, including the foundations, and all debris shall be promptly removed from the Lot, but in no event no longer than sixty (60) days from the time of occurrence.

Each Lot shall at all times be kept clear of weeds and other unsightly growth or debris. In addition, to maintain the "Pride of Ownership" that Meadow Hills Estates represents, the Owners of Developed Lots shall be required to maintain the exterior appearance of their respective dwelling, including but not limited to landscaping, to a degree that is not or will become objectionable to any other Lot Owner and/or the neighborhood as a whole. This provision includes but does not limit it to, the maintenance of all exterior improvements and fixtures, as well as overall landscaping.

Section O. Subdivision of Lots No Lot or Lots 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 or combined shall be used as a building site.

Section P. Underground Electric Lines All electric, television, radio and telephone line installations and connections from a Lot Owner's property line to a residence or other structures shall be placed underground to the extent that underground services are available, except that during the construction of a residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

Section Q. Butane, Propane, Fuel, Oil & Natural Gas Unless otherwise permitted by the Board of Directors, if at any time natural gas lines are extended to a point proximate to a Lot and natural gas service thereafter is provided to a dwelling on a Lot, the Owner of such dwelling shall discontinue use of liquified propane, butane gas or fuel oil, and shall connect to utilize the aforesaid natural gas distribution services, with the exception of outdoor barbecue grills.



Section R. Hazardous Activities No activities including construction shall be conducted on any Lot that is or might be unsafe or hazardous to any person or property other than reasonable or appropriate construction activities. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot or within any structures situated on a Lot or anywhere else on the Property; and no open fires shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well designed interior fireplace.

Section S. Clothes Lines, Antennas, or Similar Improvements Clothes lines, exterior antennas, or similar improvements such as satellite dishes shall be placed within the Lot in such a manner as to be screened from view from the street or other Lots, whether by fencing or other screening methods approved by the Architectural Control Committee and comprised of materials approved by the same. In addition, no antenna shall extend above the roof line.

Section T. Elevated Tanks & Appurtenances No elevated tanks or appurtenances of any kind shall be erected, placed or permitted upon any part of a Lot. Any tank used in connection with a dwelling (e.g., for storage of gas, oil or water) and any type of refrigeration or heating apparatus must be located underground or concealed by appropriate fencing or screening, and is to be approved by the Architectural Control Committee. Evaporator coolers and other installations upon roofs of structures shall not be permitted unless approved by the Architectural Control Committee.

Section U. Sound Devices No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of dwellings and other improvements located thereon or essential to the function of community services, and except wind chimes which cannot be heard by neighboring Lots, shall be placed or used on any Lot.

Section V. Vacant Lot Maintenance All vacant Lots shall be maintained in a clean condition with all weeds and grass thereon periodically trimmed. At no time shall any weeds or grass exceed twelve (12) inches in height nor shall they be allowed to go to seed. The Board of Directors reserves the right, but not the obligation, to notify any Lot Owner of violation of the provisions of this paragraph. Such notification shall be by regular mail to the last known address of the Lot Owner and shall give the Lot Owner ten (10) days to correct the violation. Failure of the Lot Owner to cure any violation of this paragraph within ten (10) days from the date of the

mailing of the notice shall permit the Association to contract for such services necessary to bring the Lot within compliance of this paragraph. The Lot Owner shall be liable to the Association for the actual cost of such services plus an amount equal to such cost for administrative time, effort, and expense associated with the remedial measures described herein.

Section W. Exterior Lighting No light shall be emitted from any Lot or dwelling or recreational facility which is unreasonably bright or causes an unreasonable nuisance or glare toward or affecting any other Lot or neighboring property. Tennis court lighting is specifically prohibited.

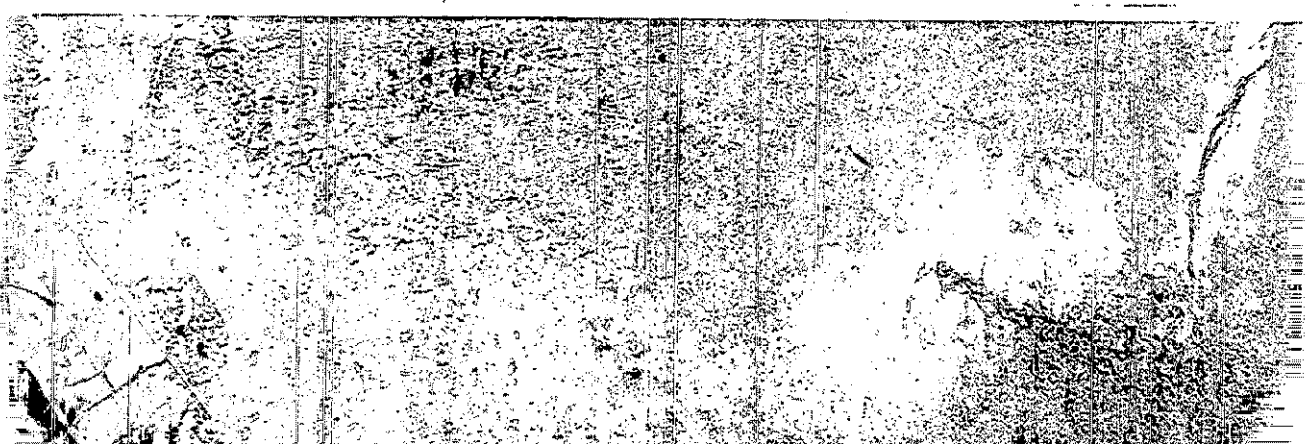
Section X. Reflective Glass Reflective glass windows shall not be utilized in any improvements constructed on a Lot wherein they may cause objectionable glare for other residents.

Section Y. Solar Panels Solar panels may be allowed as long as they are carefully integrated into the building architecture of a given residence. In every case, the Architectural Control Committee shall review and approve or deny any plans for any use of solar panels on any Lot.

Section Z. Roofing Any and all roofing materials utilized for improvements on any Lot shall be restricted to shake wood shingles, tile, slate or such other materials that do not distract from the neighborhood. The use of asphalt type shingles shall be allowed as long as they are of high quality and are approved by the Architectural Control Committee.

Section AA. Garbage and Refuse Disposal No garbage, refuse or rubbish shall be deposited on any street, nor on any Lot unless placed in a suitable container suitably located solely for garbage pickup. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. In no event shall such equipment, garbage, refuse, or rubbish be visible from the street for a period of more than twenty four (24) hours.

Section BB. Sight Obstructions Nothing shall be planted or constructed that obstructs sight lines in violation of City Ordinances.



Section CC. Equipment & Vehicle Storage Except as expressly heretofore provided, no Lot, including the streets adjoining Lots, shall be used as a parking, storage, display or accommodation area for any type of house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat or accessories thereto, motor driven cycles, commercial truck or any type of commercial van except as a temporary expedience for loading, delivery, emergency, etc. The same shall be stored, parked or maintained wholly within the garage area of the dwelling with the garage door in a closed position or in the back yard concealed from the street by means of a fence or other acceptable screening.

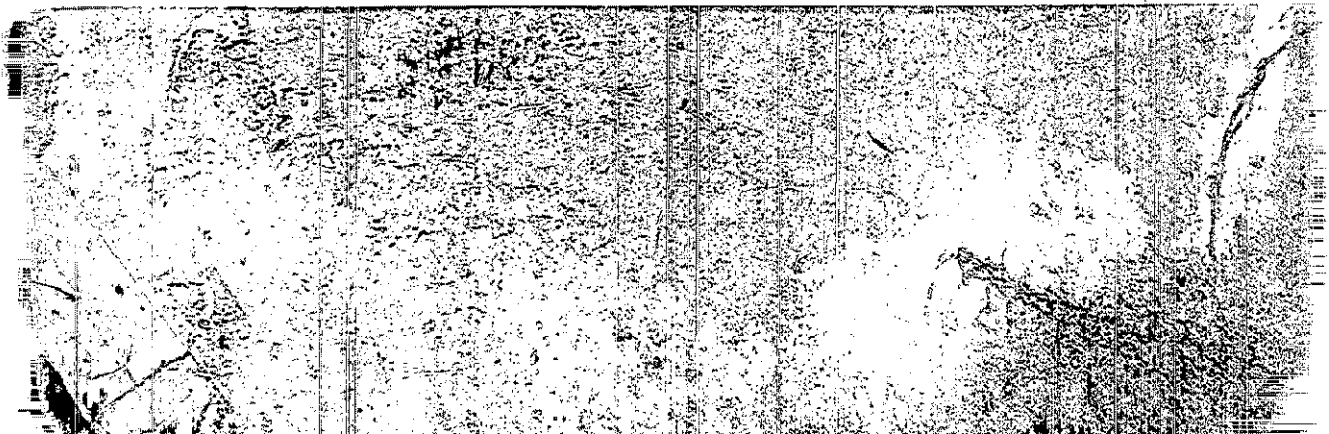
Section DD. Landscaping & Maintenance Lot Owners are required to landscape their Lots in accordance with City Ordinances. Water sprinkler systems with underground pipes shall be required to be installed for the watering of non-indigenous plants that require supplemental watering to maintain them in a thriving growing condition.

Organic mulch or wood chip landscaping materials may be used for landscaping, but each Owner shall take reasonable steps to insure that such materials are properly installed and will not scatter onto adjoining property or streets.

At the time of, or as soon as reasonably possible following construction of a residence on a Lot, but not later than the latter of seven (7) months or one (1) growing season after substantial completion of the dwelling, the Lot shall be reasonably landscaped with grass, shrubs and trees. Thereafter, all grass, shrubs and trees shall be kept and maintained in an attractive, healthy, live and growing condition, and all dead or diseased grass areas, shrubs and trees shall be promptly removed, disposed of and replaced with suitable replacement landscaping.

Each Lot Owner shall maintain the landscaping upon his or her Lot in good condition. An Owner shall remove weeds promptly and water and trim lawns and shrubs as often as the same shall become necessary, and otherwise remove waste materials from his or her Lot, whether said Lot is vacant or improved.

Each Owner shall maintain the slopes upon his or her Lot at the slope and pitch fixed by the finish grading thereof, including maintenance and landscaping of the slopes. In addition, the front and side yards of each Developed Lot shall contain, at a minimum, twenty five (25) percent grass or similar ground cover or such greater amount as may be required by applicable city or county ordinances. For purposes of the preceding sentence, twenty five (25) percent coverage shall be determined by applying the percentage to the entire front and side yards of a Lot including driveways, patios, sidewalks and similar structures but excluding the dwelling structure itself.

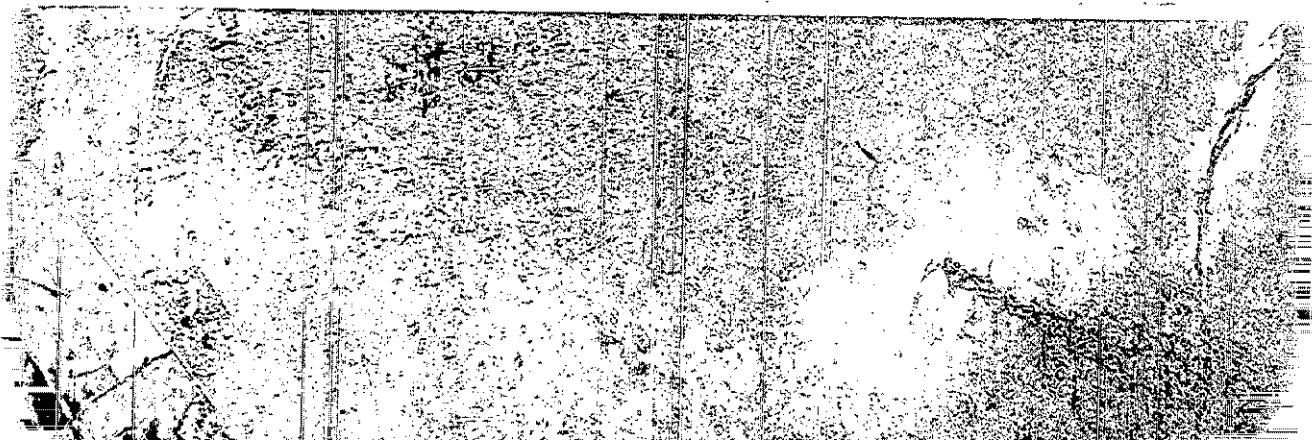


Section EE. Maintenance of Drainage Patterns Each Owner of a Lot shall refrain from altering his or her existing Lot or building any structures so as to interfere with the established drainage patterns in the Property. In addition, no Lot Owner shall take any action or build any structure which shall interfere with the existing drainage pattern for any adjacent Lot Owner.

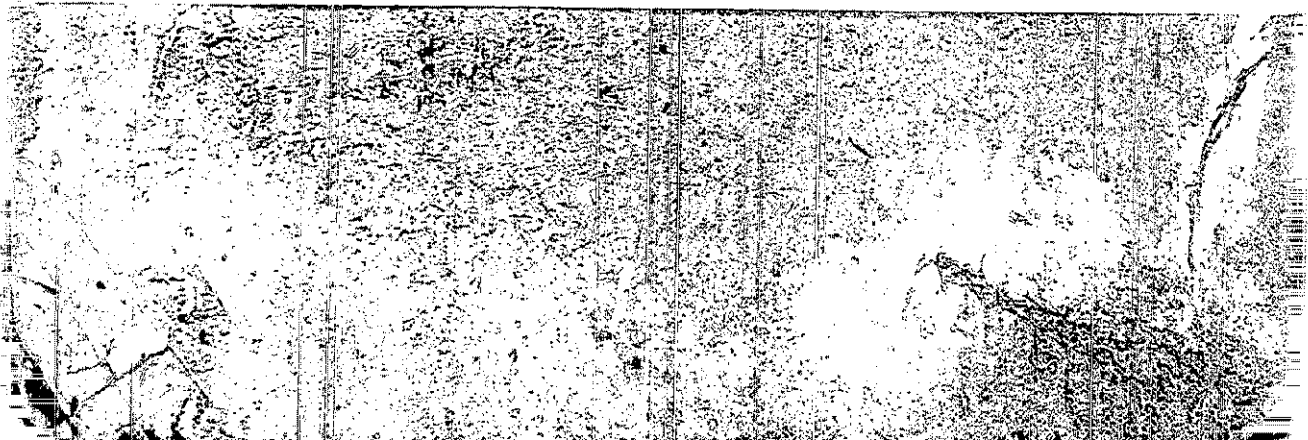
In conjunction with the submission of plans and specifications to the Architectural Control Committee, if the plans and specifications materially alter the existing drainage pattern of a Lot, Lots, or the Property, the Lot Owner or Lot Owner's representative shall submit to the Architectural Control Committee for review and approval a detailed drainage plan. The proposed drainage plan must be certified by a licensed architect, soil engineer or civil engineer to be in conformance with the provisions of this section.

Section FF. Signs No signs whatsoever shall be permitted on any Lot, with the exception of those listed below:

1. Signs required by law or legal proceeding, security signs or signs warning of hazards.
2. Signs of the type usually used by contractors, subcontractors or tradesmen may be erected during the authorized period of construction; provided that such signs are the style, color and material approved by the Architectural Control Committee and do not exceed in size a total face area of six (6) square feet.
3. Residential identification signs shall be constructed of materials which are compatible with the architecture of the area and subject to the approval of the Architectural Control Committee prior to being erected.
4. Signs pertaining to "For Sale" and/or "For Rent" and large community marketing signs on vacant Lots or for homes under construction must be the style, color and materials approved by the Architectural Control Committee. No more than one (1) "For Sale" sign or "For Rent" sign shall be erected for a single Lot, and such sign shall not exceed a total face area size of six (6) square feet unless otherwise approved in advance and in writing by the Architectural Control Committee.
5. No sign shall exceed a height of four (4) feet above the ground.



6. The Architectural Control Committee shall have the right to promulgate standards for color, style, materials and location of the foregoing signs (except for signs categorized under #1 of this section) and in such event, all signs shall conform therewith.
7. No graffiti of any nature shall be allowed on fences, walls or other exterior portions of any Lots. Each Lot Owner shall be required to promptly remove any graffiti from his or her Lot or improvements thereon.



ARTICLE VI

GENERAL PROVISIONS

Section A. Membership Succession Any person, firm, corporation or other entity which shall succeed to the title of any Owner, shall upon issuance of a deed to any Lot become a Member of the Association to the extent and under the conditions provided in Article III.

Section B. Amendment The Covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a duly authorized resolution of the Board of Directors of the Association, certifying under penalty of perjury that the amendment set forth therein was duly adopted at a meeting of all Lot Owners by the affirmative vote in person or by proxy of fifty one (51) percent of all the Lot Owners. For purposes of this provision, all Lot Owners shall have one vote for each Lot owned, including without limitation all Undeveloped Lot Owners regardless of their membership status. Such amendment is subject to and shall take effect immediately after approval of the Lot Owners and recordation of the Board of Directors resolution and amendment in the Records.

Section C. Owner Registration Each Owner and First Mortgagee of a Lot and each insurer or guarantor of a First Mortgage shall register an appropriate mailing address with the Association, and, except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner may be sent by United States mail (unless certified or registered mailing is required by law), postage prepaid, addressed in the name of the Owner at such mailing address or by such other means as may be required by applicable law. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid, to the then current address of the current President of the Association.

Section D. Severability All of the provisions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of such provisions, or any part thereof, is or has become invalid, or for any reason is or has become un-enforceable, no other provision, or any part thereof, shall be thereby affected or impaired.

Section E. Benefits & Burdens The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Association and the Owners located within the Property and their respective heirs, successors, personal representatives and assigns.

Section F. Waiver The failure of any person or entity designated herein to enforce any provision of the Declaration shall in no event be deemed to be a waiver of the right to do so for any subsequent violations. Moreover, the right to enforce any other provisions of the Declaration shall not be waived by such a failure, nor shall there be any liability therefor.

Section G. Singular and Plural Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender; masculine, feminine or neuter, as the context requires.

Section H. Paragraph Headings Descriptive paragraph headings are for informational purposes only and shall not serve to limit the provisions of the paragraph set forth under the paragraph headings.

Section I. Counterparts This Declaration may be executed in one or more counterparts all of which, when taken together, shall constitute one and the same instrument. For purposes of recording this Declaration, the executed counterpart signature pages of a majority of the Owners of Lots when attached hereto and recorded herewith shall evidence compliance with the amendment provisions of the Original Covenants and Subsequent Covenants. The form of the counterpart "Signature Page" is attached hereto as Exhibit C.

Section J. Disclaimer of Action The director and officers of the Association, and any agents, representatives or committee members of the Association shall not be liable to any member of the Association for (1) any actions taken on behalf of the Association, or (2) failing or refusing to act, if such actions, or failure to act, were done in good faith and with the intent

to be in the best interest of the Association.

Section K. General These Covenants shall be enforced by the Board of Directors or its designee on behalf of and in the name of the Association by a proceeding in law or equity against any individual or individuals violating or attempting to violate any covenants or restriction or to restrain the violation of covenant or restriction or to recover damages thereof. In the event the Board of Directors or its designee fails in its duty of enforcement, and an Owner notifies the Board of Directors in writing of a claimed violation, and the Board of Directors fails to take appropriate action to remedy the violation within fifteen (15) days after receipt of such notification, then, and in that event only, an Owner may separately and at such Owner's own expense, take action to seek enforcement.

In the event of an apparent violation of any covenant or restriction herein contained, the Board of Directors or its designee shall have the right, after fifteen (15) days from date of letter of notification of violation and demand of cure, to the appropriate Lot Owner to: (1) prosecute a proceeding at law or in equity against the individual or individuals who have violated or attempted to violate any covenant or restriction; (2) enjoin or prevent them from so doing; (3) cause said violation to be remedied or to recover damages for said violation; and/or (4) impose a monetary penalty on the offending Owner an amount equal to the current annual membership dues of the Association for each calendar day that the violation remains without remedy.

Effective for all purposes as of January 1, 1992.

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Meadow Hills Subdivision according to the recorded plat thereof,
recorded on July 2, 1957, Reception No. 617627, Arapahoe County,
Colorado.

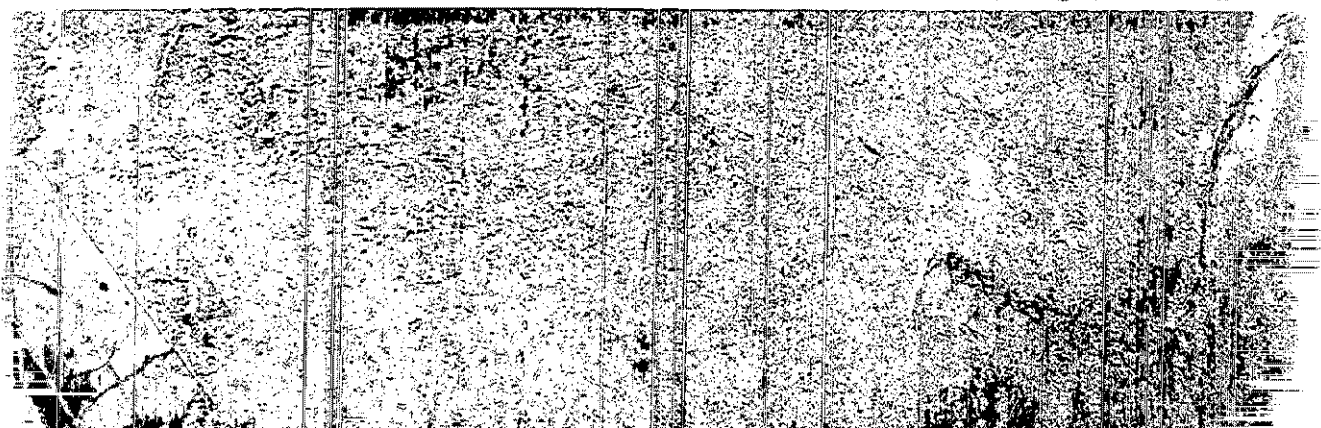




EXHIBIT - B

MEADOW HILLS
 PART OF SEC. 8, T28S., R28W. OF THE 4TH A.M.
 WASHINGTON COUNTY, COLORADO

EXHIBIT - B

MEADOW HILLS
 PART OF SEC. 8, T28S., R28W. OF THE 4TH A.M.
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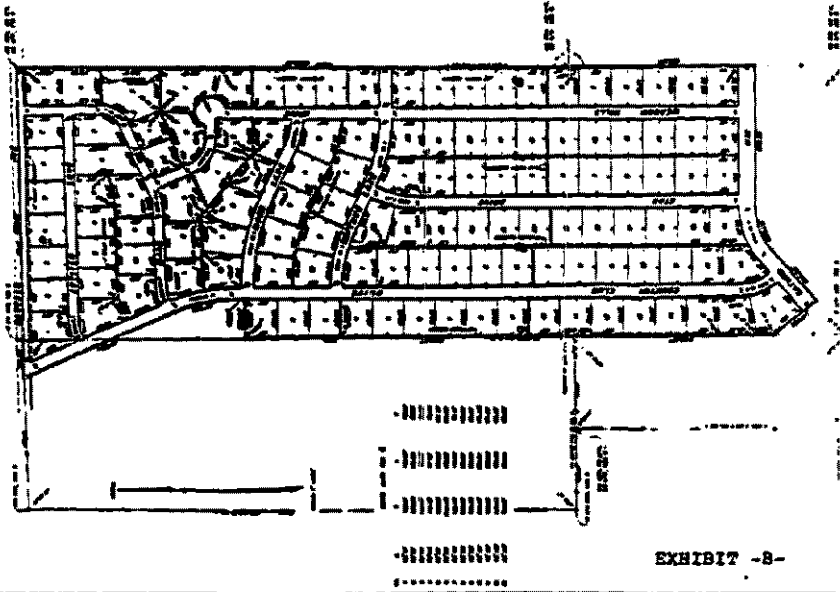


EXHIBIT - B-

EXHIBIT B

[22]

...of the City and County of Denver, Colorado, do hereby certify that the above described lots are the same as those shown on the plat of the City and County of Denver, Colorado, filed for record in Book 6476, Page 521, of the public records of said County and City, and that the same are subject to the same conditions and restrictions as those shown on said plat.

...of the City and County of Denver, Colorado, do hereby certify that the above described lots are the same as those shown on the plat of the City and County of Denver, Colorado, filed for record in Book 6476, Page 521, of the public records of said County and City, and that the same are subject to the same conditions and restrictions as those shown on said plat.

...of the City and County of Denver, Colorado, do hereby certify that the above described lots are the same as those shown on the plat of the City and County of Denver, Colorado, filed for record in Book 6476, Page 521, of the public records of said County and City, and that the same are subject to the same conditions and restrictions as those shown on said plat.

FORM of COUNTERPART SIGNATURE PAGE

By execution hereof, the undersigned hereby acknowledges approval of the Declaration of Covenants, Conditions and Restrictions for Meadow Hills Estates, dated effective as of January 1, 1992.

_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Address)

(Lot & Block Number)	

I N D I V I D U A L

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 19____ by _____ and _____.

_____	_____
Notary Public	My commission expires

[S E A L]

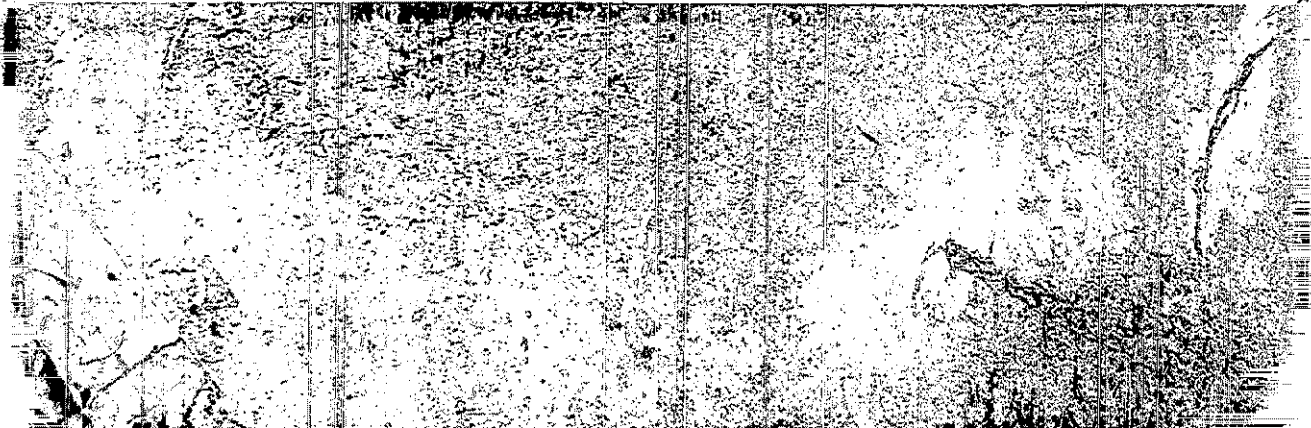
E N T I T Y

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ in his/her capacity as _____ of _____ on behalf of the _____.

_____	_____
Notary Public	My commission expires

[S E A L]



FORM of COUNTERPART SIGNATURE PAGE

By execution hereof, the undersigned hereby acknowledges approval of the Declaration of Covenants, Conditions and Restrictions for Meadow Hills Estates, dated effective as of January 1, 1992.

Carolyn J. Anderson
(Signature)

Roger A. Anderson
(Signature)

Carolyn J. & Roger A. Anderson
(Printed Name)

3866 S. Dawson St.
(Address)

Lot 5 Block 8
(Lot & Block Number)

INDIVIDUAL

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me on this 16th day of December, 1991 by Carolyn J. Anderson and Roger A. Anderson.

Deirdra A. Vaughn
Notary Public

November 8, 1993
My commission expires



ENTITY

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ in his/her capacity as _____ of _____ on behalf of the _____.

Notary Public

My commission expires

[S E A L]

