

DECLARATION OF PROTECTIVE COVENANTS

CONDITIONS AND RESTRICTIONS

IN

PEORIA PARK SUBDIVISION - FILING #1
(THE CROSSINGS WEST)

CITY OF AURORA - ARAPAHOE COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS THAT:

RECITALS:

WHEREAS, Centex Homes Corporation, a Nevada Corporation, is the owner and subdivider of Peoria Park Subdivision Filing No. 1, a subdivision in the City of Aurora, Arapahoe County, Colorado, described on "Exhibit A" attached hereto.

WHEREAS, in order to promote and protect the value, the desirability and development of said "subject property" as an attractive and desirable community, Centex Homes Corporation, is incorporating the following declaration of protective covenants for the Peoria Park Subdivision in the City of Aurora, Arapahoe County, Colorado, described in "Exhibit A" attached hereto.

DECLARATION:

NOW THEREFORE, Centex Homes Corporation hereby declares that the said subject property shall be held, sold and conveyed subject to the following protective covenants, reservations, easements, conditions, and restrictions so that all persons who from time to time own the subject property or any part thereof shall own said land subject to said protective covenants, reservations, easements, conditions and restrictions, all of which shall run with the land and shall inure to the use and benefit of and be binding upon all parties having or requiring any right, title or interest in the subject property, or any part thereof, and shall inure to the benefit of each of the owners at any time of any of said subject property, their heirs, personal representative, successors and assigns.

Section 1. Architectural Control Committee

A. Membership.

1. The architectural Control Committee (hereinafter referred to as the Committee) shall be composed of three members. The initial members of the Committee are as follows:

J. S. Bilheimer
Rich Alberque
Don Poline

2. In the event of death, disability or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor or successors.

3. At any time, the then record owners of at least 80 percent of the lots subject to these covenants shall have the power to change the membership of the

Committee, or to withdraw from the Committee, or restore to it, any of its powers and duties.

4. An affidavit executed and recorded in the office of the Clerk and Recorder of Arapahoe County by the majority of the members of the Committee shall be sufficient evidence of the membership and of the other recitals therein contained.

B. Evidence of Action.

The Committee's approval or disapproval as required in these covenants shall be in writing over the signatures of any two members of the Committee. In the event the Committee fails to approve or disapprove a proposal within thirty (30) days after plans and specifications have been submitted to it, such approval will not be required, and the related covenants shall be deemed to have been fully complied with.

C. Duties

The Committee shall act upon and approve or disapprove any and all matters to be submitted to the Committee pursuant to any of the provisions of this Declaration and shall have all duties and powers as are hereinafter provided and set forth. No member of the Committee shall be entitled to any compensation for service, nor shall the Committee or any member thereof be liable, in any manner, for any, action or failure of action taken in these premises.

D. Approval of Plans

1. All plans and specifications in connection with the construction of any, fence, wall, driveway or other structure and in connection with any, exterior remodeling of any residence or other structure, or any alteration of any wall, fence or driveway, shall require the approval in writing of the Committee. All fencing visible from a public street shall conform to the fencing as shown in Exhibit A attached, and all other fencing shall be of wood and compatible with fencing shown in Exhibit A.

2. In passing upon such plans, specifications and other requirements, the Committee may take into consideration whether the proposed residence, other improvements and the materials of which it is to be built are reasonably suitable for the lot or site upon which the residence exist, the harmony, thereof with the surroundings, and the effect of the residence of other structure as planned on the outlook from adjacent or neighboring property. The committee shall, in the exercise of its judgment and determination, use reason and good faith.

3. No residence, fence, wall, driveway, or structure of any kind which has not received such prior approval by the Committee and which does not fully comply with such approved plans and specifications shall be erected, constructed, placed, or maintained upon any lot. No changes or deviations in and from such plans and specifications as so approved shall be made without the prior written consent of the Committee. The Committee shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

Section 2. Use of Land.

A. Uniform General Restrictions.

Application

The provisions and restrictions of Part A of Section 2 shall apply to and govern all uses within the subdivision, including single family residences and park areas.

Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for construction, maintenance, repair, replacement and reconstruction of poles, wires, pipes, and conduits for lighting, heating, electricity, gas, telephone, and any other public or quasi-public utility service purposes, and for sewer and pipes of various kinds. 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, obstruct, or retard the flow of water in and through drainage channels and the easements. The easement area and all improvements therein shall be maintained continuously by the property owner, except for those improvements for which public authority or one or more utility companies is responsible.

Water and Sewer.

No individual water supply system or sewage disposal system shall be permitted within the subdivision, and all dwellings must attach to such facilities as may be provided by such water and sanitation district as may serve the area.

Oil and Mining Operations

No oil drillings, 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 on any lot.

Walls and Fences.

No wall or fence may be erected or maintained within the subdivision unless prior written approval is obtained from the Committee, except for fences and walls which are in conformance with the architectural guidelines may be constructed without Committee approval. The Committee shall consider, among other things, the height of the proposed wall or fence, its location, interference with sight lines, and the materials proposed for use in construction.

Nuisance.

No activity which is noxious or offensive by reason of emission of dust, odor, gas, smoke, fumes, or noise, shall be carried on within the subdivision, nor shall anything be done therein which may be or may become an annoyance or nuisance in the neighborhood.

Equipment Enclosures.

All clotheslines, equipment, garbage cans, service yards, or storage piles shall be fenced or walled in or otherwise concealed from the view of other

residential lots and streets. Plans for all enclosures of this nature must be approved by the Committee prior to construction, except for fences and walls which are in conformance with the architectural guidelines may be constructed without committee approval. The Committee shall consider, among other things, the size and height of the proposed enclosure, its location, and the materials proposed for use in construction.

Trucks and Trailers.

No trucks larger than 2 axle, trailers, motorhomes, boats, campers, or other similar equipment of any kind shall be permitted to be parked on the streets of the subdivision for a period of more than four hours, unless the same is present for construction or repair of buildings located on the land or unless motorhomes are used for daily transportation. No trucks shall be parked overnight on the streets of the subdivision. No trailers, motorhomes, boats, campers, or other similar equipment of any kind shall be kept on a residential lot for more than 48 hours except as excluded above or when stored in the garage or within an enclosed area screened from view from outside the lot approved by the Committee.

Refuse.

No trash, ashes, or other refuse may be thrown or dumped on any vacant lot or otherwise, in the subdivision and no lot shall be used in whole or in part for the storage of rubbish of any character nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition. This shall not prohibit temporary accumulation of construction materials by a builder, when approved by the Committee. Burning of trash or garbage within the subdivision is prohibited except in an approved incinerator inside a building.

Signs.

All entrance signs, and other signs within the subdivision shall be subject to the control of, and prior approval of, the Committee. The construction or maintenance of "for sale" signs, larger than 6 square feet, poster boards, or advertising structures of any kind within the subdivision, except those belonging to the subdivider or builder is prohibited.

Antennas

No radio, short-wave, television or other antennas for receiving or sending shall be erected within the subdivision or on the roof of any structure.

Pets and Animals.

No area or improvement within the subdivision shall be used for the keeping, housing, or raising of poultry, cows, horses, or other animals or livestock, except a maximum of two dogs or two cats or one dog and one cat, per lot.

No Auxiliary Residence or Business.

No trailer or motorhome of any sort shall at any time be used as a residence, temporarily or permanently, except that subdivider may maintain a temporary building for security and construction purposes, and 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 in this section, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family. No business or profession of any nature shall be conducted on any or in any residence constructed on a lot, or anywhere else within the subdivision. Minor agricultural pursuits incidental to

residential use of a lot shall be permitted, provided that such pursuits may not include the raising of crops intending for marketing or sale to others.

Street Lighting.

All lots and other areas in the subdivision are subject to and bound by Public Service Company of Colorado tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto.

B. SINGLE FAMILY RESIDENCES.

Application

In addition and supplemental to the Uniform General Restrictions, the following restrictive covenants and requirements shall apply to and govern all residential lots within the subdivision.

Building Type.

None of said lots may be improved, used or occupied for any purpose other than one private single family residence, and no building of any kind whatsoever shall be erected or maintained thereon except private, single family dwelling houses which are not to exceed 35' in height. Each residence shall be detached from any other residence, and shall be designed for occupancy by a single family.

Dwelling and Size.

The ground floor area of the main structure, exclusive of one-story porches and garages, shall not be less than 800 square feet for one-story structures, and the main floor and top level of tri-levels, and 725 square feet for two-story structures and mid-entry, homes (both exclusive of basements).

New Construction.

All construction within the subdivision shall be new construction and no previously erected building, structure, or improvement shall be moved and set upon any lot from any other location.

Height.

The ridge heights of the residence on any site shall be subject to approval by the Committee. The Committee shall be guided by the provisions and procedures set forth in these covenants.

Roofs.

The covering of each roof shall be of a material satisfactory to the Committee. The Committee shall be guided in its decision by the provisions and procedures set forth in these covenants.

Exterior Materials.

The exterior materials of any residence or outbuilding shall be of material satisfactory to the Committee. The Committee shall be guided in its decision by the provisions and procedures set forth in these covenants.

Outbuildings and Garages.

No outbuildings shall be permitted on any lot. All garages shall be part of, or attached directly to the residence or attached thereto by arbor or breezeway. Every garage shall correspond in style and architecture to the residence to which it is attached.

Grades and Retaining Walls.

All grades and elevations shall be set by the Committee, and in cases where the owner or a contractor raises or lowers the elevation of the ground and establishes the finished grade elevations at any exterior property line of an adjoining lot, said contractor or owner must erect a retaining wall, at his cost, to prevent the dirt from falling or washing down to the adjoining property.

Landscaping.

When a dwelling shall be constructed upon any residential lot, the owner of such lot on which said dwelling is constructed shall, within one year after issuance of the certificate of occupancy, cause all of such lot to the edge of the street surface, to be seeded, suitably planted and maintained, excepting however, such part of the lot as shall be constructed as and used for driveways and parking space, or other landscaping purposes approved by the Committee. It shall be the duty of each owner to keep the grass properly irrigated, cut and neat in appearance at all times. Landscaping should meet the requirements of the City of Aurora.

Mailboxes.

All mailboxes and supports shall be as per the architectural guideline mailbox detail and meet U. S. Postal Service requirements.

C. PARK AREAS

Application:

In addition and supplemental to the Uniform General Restrictions, the following restrictive covenants and requirements shall apply to and govern all park areas within the subdivision.

All areas designated as, or conveyed for, park areas shall be used for park purposes only, and for no other purpose or use. Nor shall any such area be conveyed for any purpose other than park purposes or uses.

Section 3. Enforcement.

A. The Committee, the subdivider, or any owner, shall have the right to enforce, by any proceeding at law or in equity, the provisions of this Declaration.

B. No right of action shall accrue nor shall any manner of action be brought or maintained by anyone whatsoever against the subdivider for or on account of its failure to bring any action on account of any breach of these covenants, conditions, or restrictions, or for imposing restrictions and covenants herein which may not be enforceable.

C. Failure by the Committee, or subdivider, or by any owner to enforce any covenant or restriction contained in this Declaration at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Assignment by Subdivider

The subdivider, by appropriate instrument, may assign or convey to any person, organization, or corporation any or all of the rights, reservations, and privileges herein reserved by it, and upon such assignment of conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, and privileges or any one or more of them at any time or times in the same way and manner as the though directly reserved by them or it in this instrument.

Section 5. Zoning.

Zoning resolutions, rules and regulations are considered to be a part hereof, and to any extent that these covenants might establish minimum requirements which are less than minimum requirements established by said zoning resolutions, rules and regulations, the latter shall prevail. If any provision of these protective covenants would require or constitute a violation of any present or future zoning laws, ordinances or regulations, such zoning laws, ordinances, or regulations shall be controlling with respect to the provisions in question.

Section 6. Term and Amendment.

The covenants, conditions, restrictions and easements herein set forth shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Committee, the subdivider or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 25 years, provided however, that the same may be amended at any time by an instrument signed by the owners of a majority of the residential lots in the subdivision, and provided, further, that the same may be amended by the subdivider alone at any time prior to the effective date of the Declaration as set forth in Section 8. Any amendment must be recorded in the office of the Clerk and Recorder of Arapahoe County, State of Colorado.

Section 7. Validity--Severability

If any of the covenants, easements, reservations or other provisions of this Declaration and Agreement are invalidated by any law, rule, regulations, judgment, court order, or otherwise, it shall in no way affect any of the other covenants, reservations, easements or provisions which shall remain in full force and effect.

Section 8. Effective Date.

This Declaration shall be effective, upon recordation with the Clerk and Recorder of Arapahoe County, Colorado, and shall bind by its terms and provisions all property within the subdivision as described on "Exhibit A" attached hereto.

Section 9. Section and Paragraph Headings

The section and paragraph headings are inserted only as a matter of convenience and for reference and are not to be construed as limiting the meaning of the section or paragraph, or used in the interpretation of the section or any part thereof.

Section 10. Gender.

The use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Centex Homes Corporation have caused its corporate name to be hereunto subscribed by its Division President and its corporate seal to be hereunto affixed, attested by its Assistant Secretary as of the [September 15] day of [1978], 1978.

CENTEX HOMES CORPORATION

By [Signed]
Division President

ATTEST:
CORPORATE SEAL

[Signed]
Assistant Secretary

[Notary Stuff]

Exhibit 'A' is a diagram of how a fence shall be constructed, its height, and the materials which may be used.