

**PROTECTIVE COVENANTS FOR
MAPLE VALLEY SUBDIVISION FILING NO. 1
JEFFERSON COUNTY
COLORADO**

THE UNDERSIGNED, DELBERT G. WEIDENHAMER, HERBERT J. WEIDENHAMER, and GARY L. WEIDENHAMER are the owners of the following described real property situate in the County of Jefferson, State of Colorado, to-wit:

Maple Valley Subdivision, Filing No. 1

WHEREAS, it is desired to maintain, said real property as a high class residential district.

NOW, THEREFORE, said owners do hereby declare, impose and establish these conditions and protective covenants as hereinafter provided upon the real property above described.

ARTICLE I

DEFINITIONS

The following words, 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", at times herein referred to as the Committee, shall mean and refer to the Committee as established by the Protective Covenants of Maple Valley Subdivision Filing No. 1.

"Association" shall mean and refer to Maple Valley Homeowners Association, a not-for-profit corporation, its successors and assigns.

"Declarant" shall mean and refer to Delbert G. Weidenhamer, Herbert J. Weidenhamer and Gary L. Weidenhamer, their successors and assigns if such successors or assigns shall acquire more than one undeveloped lot from the Declarant for the purpose of development.

"Lot" shall mean and refer to any platted lot zoned for single-family residential use shown upon the recorded plat of Maple Valley Subdivision Filing No. 1.

"Member" shall mean and refer to every person or entity who is a member of the Association.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Property. "Owner" shall not include or refer to a mortgagee, beneficiary of a deed of trust, lien holders, or any other entity holding an interest in the lot merely as security for the performance of an obligation.

"The Property" shall mean and refer to that property which is and shall be held transferred, conveyed, leased and occupied subject to the Protective Covenants and this Declaration, which is described more particularly above.

ARTICLE II**RESIDENTIAL AREA COVENANTS****LAND USE AND BUILDING TYPE**

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than on detached, single family dwelling not to exceed thirty five feet in height and private garage.

ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

DWELLING SIZE

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one-story.

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels in or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority of utility company is responsible.

NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES AND RECREATIONAL VEHICLES

No trailer, trailer camper, boat, truck camper or like mobile unit shall be permitted to remain upon any lot or public right-of-way either temporarily or permanently unless hidden from view in such a way as to not be a public nuisance in the opinion of the Architectural Control Committee.

ANTENNAS

No radio, shortwave, T.V. or other antennas extending over six feet above the highest roofline of the individual residence shall be permitted unless first approved in writing by the Architectural Control Committee.

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All signs must comply with the regulations, codes and ordinances of the City of Arvada, Colorado.

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

LIVESTOCK AND POULTRY

House kennels for no more than three dogs or cats or other domestic pets not including horses, cows, sheep, goats, or other such animals or poultry, shall be permitted.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All trash and service collection areas shall be maintained within a building attached to the structure or in a separate enclosure constructed of same exterior materials.

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight-lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines. The limitations of this paragraph shall not apply to any trees, shrubs, hedges, fences, walls, foliage, or obstructions of any kind whatsoever which exist and are in place on the subject property as of the date of the recording of these covenants.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

MEMBERSHIP

The Architectural Control Committee is composed of Delbert G. Weidenhamer, Herbert J. Weidenhamer and Gary L. Weidenhamer, whose address is 12191 Ralston Road, Suite 300, Arvada, Colorado 80004. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After 20 years from the date that these covenants are recorded, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or restore to it any of its powers and duties.

PROCEDURE

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

MEMBERS

Every person or entity who is the record owner of a fee or undivided interest in any Lot shall be and is automatically a Member of the Association. Membership shall be appurtenant to and shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot, and then only to the transferee of title to said Lot. Attempt to make a prohibited transfer shall be void. Any transfer of title to said Lot shall operate automatically to transfer said membership to the new Owner thereof.

VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A members shall be all those members as defined in this Article IV with the exception of Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by this Article IV. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Declarant shall be the sole Class B member and shall be entitled to ten (10) votes for each lot owned. The Class B

membership shall cease and become converted to Class A membership upon the happening of any of the following events, whichever first occurs:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On the 1st day of January, 1989; or

(c) At such time as Declarant voluntarily relinquishes its Class B membership rights.

COVENANT FOR ASSESSMENT

Each owner of any Lot within the Property, by acceptance of a deed therefore, whether or not it shall be so expressed therein, or by acceptance of any other conveyance thereof (except the conveyance in connection with the establishment of a mortgage), shall be deemed to covenant and agree to pay the Association a general assessment or charge which may be levied at the discretion of the board of directors of the Association. The general assessment shall be used to enforce the provisions of Protective Covenants and preserve the Property as a high class residential district.

Until January 1st of the year immediately following conveyance of the first Lot to an Owner, the maximum annual assessment shall not exceed \$25.00 per lot.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of membership.

* From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of seventy five percent (75%) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

The board of directors of the Association may fix the annual assessment at an amount not in excess of the maximum, provided, however, only ten percent (10%) of the annual assessment fixed by the Association shall be charged to Lot Owners so long as the Lot owned by them is undeveloped.

Assessments shall be due thirty (30) days after the date fixed by the board of directors for payment of the general assessment. Written notice of the assessment shall be given to every owner as the amount is determined.

If an assessment is not paid on the date when due (being the date specified in accordance with this section hereof), then such assessment shall become delinquent and shall, together with such interest, costs of collection and reasonable attorney's fees, as hereinafter provided, become a continuing lien on the Lot and improvements thereon which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, it shall be the personal obligation of the then Owner to pay such assessment and such personal obligation shall continue even though the Owner's interest in the property shall be transferred.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of eighteen percent (18%) per annum, and the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the property, or both, and there shall be added to the amount of such assessment all costs incurred by the Association in foreclosing the lien or in collecting the amount owing, including any reasonable attorney's fees. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of this Lot.

As provided aforesaid, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Lot subject to assessment; provided, however, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or other proceeding in lieu of foreclosure. Such sale or transfer shall not release such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessments.

ARTICLE V

GENERAL PROVISIONS

TERM AND AMENDMENT

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of 10 years each. These covenants may be amended at any time by recording an instrument signed by a majority of the then owners of the lots of Maple Valley Subdivision, Filing No. 1, agreeing to the amendment of these covenants as set forth in such instrument.

ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenants either to restrain or violation or to recover damages.

SEVERABILITY

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

ARTICLE VI

SUPPLEMENT TO COVENANTS

PUBLIC STREET LIGHTING

All lots are subject to and bound by Public Service Company 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. The owner or owners shall pay as billed a portion of the cost of public street lighting in the

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PROCEDURE

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

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VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A members shall be all those members as defined in this Article IV with the exception of Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by this Article IV. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Declarant shall be the sole Class B member and shall be entitled to ten (10) votes for each lot owned. The Class B

subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

IN WITNESS WHEREOF, these Protective Covenants are executed this 5th day of July, 1985.

Delbert G. Weidenhamer
Delbert G. Weidenhamer

Herbert J. Weidenhamer
Herbert J. Weidenhamer

Gary L. Weidenhamer
Gary L. Weidenhamer

STATE OF COLORADO)
) SS.
COUNTY OF JEFFERSON)

The above and foregoing Protective Covenants were acknowledged before me on July 11, 1985, by Delbert G. Weidenhamer, Herbert J. Weidenhamer and Gary L. Weidenhamer.

WITNESS my hand and official seal.

My commission expires: My Commission Expires August 3, 1988

Shelley A. Kramer
Notary Public

AMENDMENT OF PROTECTIVE COVENANTS FOR
MAPLE VALLEY SUBDIVISION FILING NO. 1
JEFFERSON COUNTY, COLORADO

1500
WHEREAS, certain Protective Covenants for Maple Valley Subdivision, Filing No. 1, Jefferson County, Colorado were entered into June _____, 1985 and duly recorded on June 13, 1985, in the records of the Clerk and Recorder of Jefferson County, State of Colorado at Reception No. 85054790, concerning certain real property situated in Jefferson County, State of Colorado, described as follows ("Protective Covenants"):

MAPLE VALLEY SUBDIVISION FILING NO. 1 ("Subdivision");

and

WHEREAS, Article V, General Provisions of the Protective Covenants provide for the ability to amend the Protective Covenants at any time by recording an instrument signed by the majority of the then owners of the lots of Maple Valley Subdivision, Filing No. 1, agreeing to the Amendment of the Protective Covenants; and

WHEREAS, United Bank of Aurora N.A., located at 9000 E. Colfax Avenue, Aurora, Colorado 80010 is the current owner of 83 of the existing 107 lots contained in the subdivision ("United Bank"); and

WHEREAS, United Bank desires to amend the Protective Covenants to provide for the removal of the existing Architectural Control Committee and its replacement with new members;

NOW THEREFORE, United Bank as a majority owner of the existing lots in the Subdivision does hereby declare, impose and establish this Amendment of Protective Covenants for Maple Valley Subdivision, Filing No. 1, Jefferson County, Colorado.

AMENDMENT

1. Architectural Control Committee: Article III, Architectural Control Committee of the Protective Covenants shall be amended in its entirety to read as follows:

Membership

The Architectural Control Committee shall be comprised of designated officers or designees of United Bank. United Bank shall have the sole and exclusive authority to designate which officers or designees shall serve on the Committee, provided however, there shall always be at least three (3) officers or designees

designated. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any appointed member of the Committee or the inability of any member of the Committee to act for any reason, United Bank shall have full power and authority to designate a successor. The initial members of the Committee to serve until replaced by United Bank shall be:

1. Stan DePue
2. Rick Richard
3. Bill Oxley

Procedure

Inquiries or submittals to the Committee shall be made to United Bank of Aurora, Attention: Stan DePue, 9000 E. Colfax, Aurora, Colorado 80010 or to such other address or to the attention of such other person as United Bank may designate from time to time by notice to the owners. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

2. Membership in the Association: Article IV, Membership in the Association of the Protective Covenants shall be amended by amending Voting Rights (b) in its entirety to read as follows:

(b) On the 1st day of January, 2001; or
3. Ratification: Except as amended herein the Protective Covenants for Maple Valley Subdivision, Filing No. 1, Jefferson County, Colorado shall remain in full force and effect and are hereby ratified and affirmed by United Bank as a majority of the owners of the lots of Maple Valley Subdivision, Filing No. 1.
4. Majority of Owners: In compliance with Article V, General Provisions of the Protective Covenants the Protective Covenants have been agreed to by United Bank of Aurora, majority owner of all existing lots in Maple Valley Subdivision, Filing No. 1.

RECEPTION NO. 90019251

IN WITNESS WHEREOF, this Amendment to the Protective Covenants for Maple Valley Subdivision, Filing No. 1, Jefferson County, Colorado is executed this 7 day of February, 1990.

UNITED BANK OF AURORA N.A.

By: Stan DePue
Stan DePue, Assistant Vice President

3

STATE OF COLORADO)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 7TH day of FEBRUARY, 1990, by Stan DePue, assistant Vice President, United Bank of Aurora, N.A.

Witness my hand and official seal.

My commission expires: SEPT. 18, 1990

[Signature]
Notary Public

9000 E. COLFAX
AURORA CO. 80010



RECEPTION NO. 90019251