

Recorded at 8:00 o'clock A. M. JAN - 5 1958

Reception No. 666856 MARJORIE PAGE, Recorder

BOOK 1105 PAGE 173

PROTECTIVE AND RESTRICTIVE COVENANTS

OF

COLUMBINE HEIGHTS - FILING NO. 2

LITTLETON, COLORADO

Undersigned, Columbine Heights Corporation, is the owner of the following described real estate located in Arapahoe County, Colorado:

Columbine Heights - Filing No. 2, being a subdivision in the South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Nineteen (19), Township Five (5) South, Range Sixty-eight (68) West of the Sixth Principal Meridian (6th P.M.).

Said real estate has been surveyed and platted and the plat thereof was duly recorded according to law, in the records of the County Clerk and Recorder of Arapahoe County, Colorado, on the 17th day of October, 1958, Reception No. 658710.

Therefore, the undersigned hereby declares to and for the benefit of all persons who may hereafter purchase and from time to time hold and own any of said property, that the same shall be subject to the following restrictions, covenants and conditions, all of which shall be deemed to run with the land and to inure to the benefit of and be binding upon the owner of said plots, his heirs and assigns, to-wit:

A - EASEMENTS

The lots and plots in Columbine Heights - Filing No. 2, are subject to easements for utilities as shown on the recorded Map and Plat of said subdivision, designated by broken or dotted lines showing the location of said easements, with right of ingress and egress for the purpose of construction and repair.

B - LAND USE AND BUILDING REQUIREMENTS

All lots or plots in this tract shall be known and described as residential lots or plots, and shall be used only for residential purposes, except those areas designated for park and recreational purposes.

1. All homes constructed on this property are to conform with the building code of Arapahoe County, Colorado, and with these restrictions and covenants.
2. Only new construction is to be permitted.
3. No structure shall be erected or altered on any residential building plot other than one detached single family dwelling to be used solely and exclusively for residential purposes, and restricted to the use of not more than one family except servants of the household.

4. The structure shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, garages, guest and servant quarters, of sixteen hundred (1600) square feet.
5. In no case shall a structure exceed twenty (20) feet in height from finished grade.
6. No imitation brick siding, tar paper, asbestos shingle or concrete block houses shall be permitted.
7. Only attached private garages for not more than three (3) cars shall be permitted, and no garage doors shall face the street, unless prior approval of building plans is obtained from the Architectural Control Committee.

C - BUILDING PLACEMENT

1. The building line shall not be less than forty (40) feet from the front property line on all streets with the exception of the north side of Dutch Creek Drive where the building line shall not be less than thirty (30) feet from the front property line. The side yards are to be not less than fifteen (15) feet from the property line to residence.
2. No building shall have finished grade in excess of twelve (12) inches above existing natural grade at high side of lot.

D - GENERAL RESTRICTIONS

1. All residences are required to install an outside lamp post light fixture, the type and placement of which must be approved by the Architectural Control Committee.
2. No tent, trailer, basement, shack, garage or any other structure, other than the permanent dwelling, shall be used as a residence, either temporary or permanent. The work of constructing the dwelling shall be prosecuted diligently from the commencement thereof until completion.
3. No obnoxious or offensive trade or activity shall be carried on which may become an annoyance or nuisance in the neighborhood.
4. The raising or housing of poultry, cows, horses or any other livestock is hereby prohibited on any residential plot.
5. No radio, short wave, or television antenna over three (3) feet above highest roof line of the individual residence shall be permitted without the approval of the Architectural Control Committee.
6. Receptacles for refuse, incinerators, or tanks for the storage of gas, fuel oil, etc., must be buried, kept screened by adequate planting, or kept within the confines of a fenced service area concealed from neighboring lots or streets.

E - ARCHITECTURAL CONTROL COMMITTEE

1. The Architectural Control Committee shall be composed of four (4) members selected by the subdivider. In the event of death, incapacity or resignation of a member of the Committee, the remaining members shall have the full authority to designate a successor. The concurring vote of three (3) members of this Committee shall be required for the approval or disapproval of any matter subject to the control and within the jurisdiction of the Architectural Control Committee.
2. Approval of Plans: No building shall be commenced, erected or altered until the plot plan, building plans, and/or specifications have been approved in writing by the Architectural Control Committee. Such approval or rejection must be made by The Committee within thirty (30) days from date of submission to the Committee.

The Committee shall have the right to refuse to approve any such plans, specifications or grading plan which are not suitable or desirable in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and/or grading plans, it shall have the right to take into consideration the suitability of the proposed building, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the affect of the building as planned, on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building shall be subject to these same conditions, as well as all other restrictions over which the Architectural Control Committee has jurisdiction.

3. No fences or walls shall be erected without the approval of the Architectural Control Committee. No fence, wall or hedge for the purpose of dividing or enclosing properties shall be erected or planted forward of the front elevation of the residence, nor shall any such fence, wall or hedge be higher than five (5) feet in height.
4. All signs displayed to the public view on any plot advertising the property for sale or rent, or advertising the builder, contractors, financing, etc., shall be approved by the Architectural Control Committee.

F - IMPROVEMENT AND MAINTENANCE ASSOCIATION

For the purpose of any general plantings within the road or park area, or any other beautification features within the subdivision, or maintenance of any public buildings, for the general use, protection and benefit of all property owners, each and every owner, in accepting a deed or contract for any plot in the subdivision, agrees to become a member of a Mutual Improvement and Maintenance Association, which will be organized among Columbine Heights owners, either formally or informally; it being understood that any such association shall be operated and conducted on a strictly cooperative and nonprofit basis.

G - TERM OF COVENANTS AND RESTRICTIONS

The aforesaid provisions, restrictions and covenants, and each and all thereof, shall run with the land and every part thereof, and shall be binding on all the parties and all persons claiming under them until January 1, 2000 A.D., after which time they shall be automatically extended for a period of twenty-five years, unless an instrument signed by a majority of the then owners of the lots, has been recorded, agreeing to change the same in whole or in part.

H - ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violation or to recover damages, or both.

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 affect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of January, A.D. 1959.

COLUMBINE HEIGHTS CORPORATION

Thor Grendahl

Thor Grendahl, President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing document was acknowledged before me this 2nd day of January, A.D. 1959, by Thor Grendahl as President of Columbine Heights Corporation.

Witness my hand and notarial seal.

My commission expires July 5, 1960.



Betty Ross

Notary Public