

Recorded at 2:21 P.M. JUN 15 1910
 Reception No. 788503 ROBERT W. NEWTON

BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS
 FOR
 COLUMBINE HILLS
 AND
 COLUMBINE HILLS SECOND FILING

KNOW ALL MEN BY THESE PRESENTS, that whereas the under-
 signed, except M. L. Martin and Silver State Savings and Loan Associa-
 tion are the owners of the following described real property situate in
 the County of Jefferson, State of Colorado, to-wit:

All of Columbine Hills and all of Columbine Hills Second Filing,
 and the said M. L. Martin and Silver State Savings and Loan Association
 are mortgagees of a portion of said real property.

AND, WHEREAS, it has been and is the desire of the said owners to
 establish and maintain the hereinafter described portion of said real
 property as a desirable residential district.

AND, WHEREAS, said owners desire to revoke certain tentative
 preliminary restrictions and covenants now existing on said property and
 to place certain building restrictions and protective covenants on a portion
 of said property,

NOW, THEREFORE, the said owners and the said mortgagees do
 hereby revoke, nullify and set aside those certain tentative preliminary
 restrictions and covenants recorded in Book 1213 at Page 32 of the
 records of the Clerk and Recorder of the County of Jefferson, State of
 Colorado,

AND, FURTHER, the said owners do hereby subject the following
 described property situate in the County of Jefferson, State of Colorado,
 to-wit:

All of Columbine Hills and all of Columbine Hills Second
 Filing, except:

Lots 12, 13 and 14, Block 1; Lot C, Block 2; Lot D, Block
 3; Lot E, Block 4; Lot F, Block 9; Lot I, Block 12, Lot
 J, Block 13; Lots 16, 17, Block 20; Lot G, Block 21; Lot
 7, Block 22; all of Blocks 14 and 15, and all of Block A,

to the building restrictions and protective covenants hereinafter set forth:

1. A building plot shall constitute at least one lot and may include
 additional lots or portions thereof. No building plot shall be used except
 for residential purposes. No building shall be erected, altered, placed,
 or permitted to remain on any building plot other than one detached
 single-family dwelling not to exceed two and one-half stories in height
 and a private garage for not more than two cars. Provided, however,
 that said building plots may be used and buildings may be erected there-
 on for public schools, churches, church schools, fire stations and other
 public service facilities.

2. No building, fence, wall or other structure shall be erected,
 placed, or altered on any building plot until the construction plans and

grade elevation. No fence or wall shall be erected, placed or altered on any building plot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraphs 7 and 8 herein.

3. The ground floor area of a one story residence, exclusive of porches, carports and garages shall not be less than 800 square feet; the main floor area of a multi-level dwelling exclusive of porches, carports and garages shall not be less than 500 square feet.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each building plot. The area within the street right of way between the property line and the sidewalk line, a distance of 4 feet 9 inches on the southerly and/or westerly side of the streets, shall be left clear of all shrubs and trees and reserved for gas mains as long as gas is used to serve said district.

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

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any building plot at any time as a residence either temporarily or permanently, nor shall any trailer be placed on a street or roadway at any time and used as a residence, either temporarily or permanently.

7. The architectural control committee is composed of John D. Strauss, 3073 West Monmouth, Littleton, Colorado; Harold E. Barrett, 200 West Third Avenue Drive, Broomfield, Colorado; Thomas J. Murphy, Route 1, Littleton, Colorado. 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. At any time after five years from the date of the recording of these Building Restrictions and Protective Covenants, the then record owners of a majority of the building plots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

8. 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.

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

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any building plot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. No building plot shall be used or maintained as a dumping ground for rubbish. Trash or other waste shall not be kept except in sanitary containers.

13. 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 building plot 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 limitations shall apply on any building plot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree 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.

14. No trash, ashes or other waste may be thrown or dumped on any vacant lot in the subdivision.

15. No residence shall be permitted on any building plot unless in it there is provided and installed a garbage disposal or grinding unit, which shall be in operating condition at the time of occupancy of the dwelling.

16. No incinerator of any kind shall be installed, erected, maintained or operated on any building plot, nor shall any trash, leaves or other waste of any nature be burned thereon.

17. To pay as billed a portion of the cost of public street lighting in the Subdivision, according to COLORADO CENTRAL POWER COMPANY rates, rules and regulations, including future amendments and changes, on file with the Public Utilities Commission of the State of Colorado. There may be installed and maintained by the property owner on each building plot, the location to be directed by the architectural control committee, a gas or electric street or yard light of not less than twenty watts at a height of not more than seven feet above the ground, and said lamp shall be kept burning at all times during the hours of darkness and shall be controlled by an automatic time switch, during the time of occupancy of the dwelling on said plot.

18. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a

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

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

COLUMBINE HILLS, INC.

Attest:

Edward E. Nevans, Jr.
Edward E. Nevans, Jr., Secretary

By E. H. Sanders
E. H. Sanders, President

TREND HOMES OF NEBRASKA, INC.

Attest:

Virginia L. Manes
Virginia L. Manes, Secretary

By John D. Strauss
John D. Strauss, Vice-Pres.

KORAN, INC.

Attest:

Francis X. Wallace
Francis X. Wallace, Secretary

By Robert H. Koran, Jr.
Robert H. Koran, Jr., President

Howard C. McWilliams
Howard C. McWilliams

Matilda J. McWilliams
Matilda J. McWilliams

Abie Norman Nikkel
Abie Norman Nikkel

Margie L. Nikkel
Margie L. Nikkel

George B. Manes
George B. Manes

Virginia L. Manes
Virginia L. Manes

William J. Lofink
William J. Lofink

Shirley M. Lofink
Shirley M. Lofink

OWNERS

SILVER STATE SAVINGS AND
LOAN ASSOCIATION

Attest:

Helen St. Wood
assistant secretary

By [Signature]
President

MORTGAGEES

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 12
day of January, 1960, by E. H. Sanders, as President and Edward E.
Nevens, Jr., as Secretary of Columbine Hills, Inc., a corporation.

My notarial commission expires December 16 1963

[Signature]
Notary Public

STATE OF COLORADO)
) ss.
County Jefferson)

The foregoing instrument was acknowledged before me this 13
day of January, 1960, by John D. Strauss, as Vice-President and
Virginia L. Manes, as Secretary of Trend Homes of Nebraska, Inc., a
corporation.

My notarial commission expires December 16 1963

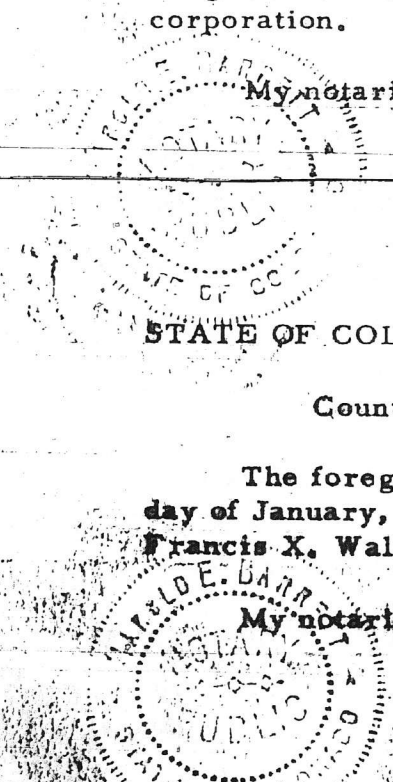
[Signature]
Notary Public

STATE OF COLORADO)
) ss.
County)

The foregoing instrument was acknowledged before me this 14
day of January, 1960, by Robert H. Koran, Jr., as President and
Francis X. Wallace, as Secretary of Koran, Inc., a corporation.

My notarial commission expires December 16 1963

[Signature]
Notary Public



STATE OF COLORADO)
) ss.
County of Arapahoe)

The foregoing instrument was acknowledged before me this 13
day of January, 1960, by Howard C. McWilliams and Matilda J.
McWilliams.

My notarial commission expires December 16 1963

Harold E. Barrett
Notary Public

STATE OF COLORADO)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me this 13
day of January, 1960, by Abie Norman Nikkel, Margie L. Nikkel,
George B. Manes, Virginia L. Manes, William J. Lofink, Shirley M.
Lofink.

My notarial commission expires December 16 1963

Harold E. Barrett
Notary Public

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 14th
day of January, 1960, by M. L. Martin.

My notarial commission expires My Commission expires Jan. 14, 1961

Hauuc H. Morris
Notary Public

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 13th
day of January, 1960, by H. L. NEUSENAEFER, as President
and HELEN D WOOD, as ASST. Secretary of Silver
State Savings and Loan Association.

My notarial commission expires My Commission expires September 8, 1963