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PROTECTIVE COVENANTS FOR  
COLUMBINE HILLS-FILING NO. 7

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PART A PREAMBLE

Whereas, the undersigned, MIKE A. LEPRINO d/b/a COLUMBINE DEVELOPMENT CO., 9485 West Colfax Avenue, Lakewood, Colorado, is the sole owner of the following described real property in the County of Jefferson, State of Colorado, to-wit:

Lots 1 through 9, Block 1, Lots 1 through 8, Block 2, Lots 1 through 14, Block 3, Lots 1 through 30, Block 4, Lots 1 through 9, Block 5, Lot 1, Block 6, Lots 1 through 44, Block 7, Lots 1 through 10, Block 8, Lots 1 through 3 and Lots 5 through 8, Block 9, Lots 1 through 10, Block 10, all in Columbine Hills, filing No. 7.

Whereas, it is desired to maintain said real property as a high class residential district:

PART B AREA OF APPLICATION

B-1 FULLY-PROTECTED RESIDENTIAL AREA

Now, Therefore, said owner does hereby declare, impose and establish conditions and protective covenants as hereinafter provided upon the real property above described.

PART C. RESIDENTIAL AREA COVENANTS

C-1 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 one detached, single family dwelling not to exceed two and one-half stories in height and private garage.

C-2 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 setback line unless similarly approved.

C-3 DWELLING SIZE.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one-story.

C-4 EASEMENTS.

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 lot. 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 drainage channels in the easements, 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.

C-5 NUISANCES.

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

C-6 TEMPORARY STRUCTURES.

No trailer or like mobile unit shall be permitted to remain upon any lot either temporarily or permanently.

C-7 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.

C-8 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.

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**C-9 LIVESTOCK AND POULTRY**

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

**C-10 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.

**C-11 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 limitations 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.

**PART D. ARCHITECTURAL CONTROL COMMITTEE****D-1 MEMBERSHIP**

The Architectural Control Committee is composed of Anthony M. Dursey, 9485 W. Colfax Ave., Lakewood, Colorado; Mike A. Leprino, 9485 West Colfax Avenue; and one other member who shall be appointed by the two named members. 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 to withdraw from the Committee or restore to it any of its powers and duties.

**D-2 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.

**PART E. GENERAL PROVISIONS****E-1 TERM**

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 unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

**E-2 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 violation or to recover damages.

**E-3 SEVERABILITY**

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

PART F SUPPLEMENT TO COVENANTS

F-1 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 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 18<sup>th</sup> day of May, 1971.

COLUMBINE DEVELOPMENT CO.

BY: Mike A. Leprino  
Mike A. Leprino, Owner

STATE OF COLORADO }  
COUNTY OF JEFFERSON } SS

The above and foregoing Protective Covenants were acknowledged before me on May 18, 1971 by Mike A. Leprino, owner of Columbine Development Co.

Witness my hand and official seal.

My Commission expires October 26, 1971

My commission expires: \_\_\_\_\_

Alice M. Westbury  
Notary Public

NO SEAL