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Reception No. 769149 ROBERT W. NEWTON, Recorder.

1213 32

TENTATIVE PRELIMINARY RESTRICTIONS AND COVENANTS

for

COLUMBINE HILLS
Jefferson County, Colorado

Offices: 217 Tower Bldg.
Denver 2, Colo.

Phone: AL 5-0387

GENERAL RESTRICTIONS

Section 1. 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 period of twenty-five (25) years from the date these covenants and restrictions are recorded after which time said covenants and restrictions shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the lots in Columbine Hills may release all of the lots hereby restricted from any one or more of said restrictions, or may release any lot from any restriction imposed hereby or created by deed from Columbine Hills on either January 1, 1984 or at the end of any successive ten year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the office of the County Clerk of Jefferson County, Colorado, at any time prior to January 1, 1983, or at any time prior to five years preceding the expiration of any successive ten year period thereafter.

Section 2. Columbine Hills, Inc. may make other restrictions applicable to each lot by appropriate provision in the contract or deed, without otherwise modifying the general plan above outlined, and such other restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

Section 3. Violations of any restrictions, condition or covenant herein shall give Columbine Hills, Inc. the right to enter upon property where such violation exists and summarily abate or remove the same at the ex-

Section 4. Columbine Hills, Inc. shall have the right to modify the restrictions with reference to location of setback or sideline restrictions of any of the improvements, and the directions which they shall face, to such extent as it deems for the best interest of the subdivision as a whole, but, such modification must be in writing.

Section 5. 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.

Section 6. 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.

LAND USE AND BUILDING TYPE

Section 7. All lots in said subdivision shall be known and described as residential lots. No residence or a detached garage, shall be erected, altered, placed, or permitted to remain on any lot, as shown on the record plat, without written consent of Columbine Hills, Inc., nor exceed two (2) stories in height provided, however, that a residence more than two (2) stories in height may be erected thereon with the consent in writing by Columbine Hills, Inc..

Section 8. The term "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses, except where such zoning is set aside, apartment houses, except where such zoning is set aside, and to exclude commercial and professional uses, except where such zoning is set aside; and any such usage of this property is hereby expressly prohibited.

Section 9. No building, fence, wall or other structure shall be commenced, erected, placed, or altered on any lot in the subdivision until the construction plans, specifications and plot development plan showing the location of each building have been approved in writing by the Columbine Hills, Inc. as to the conformity and harmony or external design

structure with respect to existing vegetation, topography and finished grades.

Section 10. Only one (1) residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two (2) or more lots as shown on the record plat, provided such tract constitutes a homesite such as previously defined.

Section 11. No garage or outbuilding on this property shall be used as a residence or living quarters, except, however, nothing contained herein shall prevent the use of lots in this subdivision for the erection of buildings for school purposes.

BUILDING AREA

Section 12. 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 multi-level dwelling exclusive of porches, carports and garages shall not be less than 500 square feet.

SETBACK OF RESIDENCES

Section 13. The set-backs of all structures shall conform to the Jefferson County Zoning Resolution to that particular zone of which it is a part, and shall comply with Federal Housing Administration and Veterans' Administration regulations.

Section 14. For the purposes of this covenant, steps, open porches, attached garages and carports and projections shall be considered as part of a residence and every other permanent part of the improvements, except eaves. However, this shall not be construed to permit any portion of a residence on a lot to encroach upon another lot.

CONFORMANCE OF MATERIAL

Section 15. No garage or outbuilding shall be erected on any lot in said Columbine Hills area with roof or outside walls of material or color different from those used in the house or residence on such lot except by written consent of the Columbine Hills, Inc.

FENCE OR WALLS

Section 16. No fence or wall shall be erected, placed or altered on

Section 17. No fence, wall or hedge shall be placed on any portion of the lot except those complying with Jefferson County Zoning Regulation and written permission of the Columbine Hills, Inc. Should a hedge, shrub, tree or other planting be so placed, or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of Columbine Hills, Inc., and such encroachment is wholly at the risk of the owner.

EASEMENTS

Section 18. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 19. Columbine Hills, Inc. reserves the right to make minor changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 20. All easements, as indicated in recorded plat or changes deemed necessary as noted in preceding restrictions, shall remain free of permanent or temporary buildings. Shrubs, trees and other planting placed in utility easement will be at owners risk.

Section 21. The servicing company, whomever it may be, using the utility easements herein referred to, to maintain said utilities, shall not be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees, and other planting, or other property of the owner situated on the land covered by said easements.

Section 22. Protective planting easement or easements as shown on the recorded plat shall be maintained throughout the entire length of such area by the owner or owners of the lots at their own expense to ~~form an effective screen for the protection of the residential area~~ from objectionable noises and fumes of vehicular traffic using Platte Canyon road and/or expressway. No building nor any portion of any building nor any driveway nor any structure shall be placed or maintained in

the planting easement, except utilities or drainage facilities, which shall be placed or permitted to remain in such areas. No ingress or egress over said planting easement shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

SIGHT DISTANCES AT INTERSECTIONS

Section 23. No hedge, shrub, planting or tree which obstructs sight lines at elevations between two and ten feet (2' and 10') above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line twenty-five (25) feet back from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement or easement used as a driveway.

TEMPORARY STRUCTURE

Section 24. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot or in street or roadway in the case of a trailer at any time as a residence either temporarily or permanently.

NUISANCES

Section 25. No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the subdivision.

Section 26. Vegetation on each lot sold shall be kept and maintained in a neat and attractive manner. Trees, shrubs and other plants which die shall be promptly removed from property. Until a residence is built on a lot, Columbine Hills Neighborhood Association may at its option have the lot maintained when and as often as the same is necessary in its judgement, and have dead trees, shrubs and plants removed from the property, and the owner of such lot shall be obligated to pay for the cost of such work.

Section 27. No excavation, except such as may be necessary for the construction of improvements, shall be permitted on any lot without written permission obtained from Columbine Hills, Inc., Such permission shall be revocable at any time.

Section 28. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot. Household pets may be kept provided that they are not kept for any commercial purpose and not allowed to run unattended.

STORAGE OF BUILDING MATERIALS

Section 29. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements. Then such material shall be placed within the property lines of the lot or parcel of land upon which they are to be erected, and shall not be placed in the streets or between the curb and property line.

SIGNS

Section 30. No sign, billboards, posters or advertising devices of any character shall be erected or displayed on this property without the written consent of Columbine Hills, Inc.. Such permission shall be revocable at any time.

LAND NEAR PARK AND WATER COURSES

Section 31. No building nor any portion of a building shall be placed nor shall any material be placed or stored on any lot within twenty (20) feet of the property line of any park or edge of any open water course without the written permission of Columbine Hills, Inc.. Such permission is revocable at any time.

Section 32. "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."