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BLOCK
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PROTECTIVE COVENANTS

FOR

HIWAN HILLS - BLOCK 3 - Dated February 1, 1979

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The following protective covenants are hereby adopted as changes and alterations of the original protective covenants filed in the Office of the Clerk and Recorder of Jefferson County, State of Colorado, and recorded on November 16, 1954, in Book 13 at Page 46, and pursuant to Paragraph 10 of said protective covenants the owners of the majority of the lots in Hiwan Hills - Block 3 by this instrument duly signed, acknowledged below, do hereby change and alter the provisions in part. It is the express intention of the owners of the majority of the lots in Hiwan Hills - Block 3 that the provisions below shall control and shall be the protective covenants for Hiwan Hills - Block 3, County of Jefferson, State of Colorado.

1. No structure shall be placed, erected, or altered on any building site other than one detached, single-family dwelling not to exceed two stories or a maximum of 35 feet in height, a private garage for not more than three cars, and other outbuilding incidental to residential use of any lot; provided, however, one or two detached single-family dwellings not to exceed two stories in height and one or two private garages each for not more than 3 cars can be placed, altered and permitted to remain on lots numbered 98, 99 and 116 of Hiwan Hills - Block 3.

2. No building or structure shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the location of such building or structure have been approved in writing as to general plan and external design and as to the location of the structure with respect to property and setback lines by the Covenants Committee of the Hiwan Hills Improvement Association. It shall be the duty and obligation of any owner of a lot in Hiwan Hills - Block 3 desiring to erect, place or alter any such building or structure, to contact the Covenants Committee. Should the Covenants Committee fail to approve or disapprove such plan, design and location within 30 days after such plans and specifications have been submitted to them or if no suit to enjoin the erection or alteration of any building or structure has been commenced prior to the completion thereof, then such approval shall not be required and the plans, specifications and plot plans shall be deemed to have been approved.

The Covenants Committee shall use the following criteria for their decision as to their approval or disapproval as outlined above:

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A. The plans, specifications and other supporting documentation supplied to the Covenants Committee by the owner taken as a whole shall be viewed for the purpose of maintaining fair and adequate property values.

B. The plans, specifications and other supporting documents would conform to the general scheme of the other homes in Hiwan Hills - Block 3.

C. The plans, specifications and other supporting documents supplied by the owner taken as a whole show that the proposed building or buildings would not lessen the attractiveness of Hiwan Hills - Block 3 in relationship to the other homes in the immediate vicinity thereof.

D. The plans, specifications and other supporting documents supplied by the owner taken as a whole would promote safety, property values and welfare of the present and future inhabitants of Hiwan Hills - Block 3, and that the building or buildings proposed to be built would not cause undue congestion and would not cause other owners in Hiwan Hills - Block 3 to be denied light and air or other dangers inconsistent with the growth of Hiwan Hills - Block 3.

E. The Covenants Committee shall also take into consideration all other relative factors and may, if they deem it necessary, require the owner to supply additional information or documents necessary for the proper decision making process. Further, nothing in this provision shall preclude the owner of any lot from supplying any and all information whether required or not to the Covenants Committee for its consideration, and the Covenants Committee shall take into its consideration all materials submitted to it from the owner of any lot.

F. The Covenants Committee shall not fail to approve any plan or design for factors unrelated to the above stated objectives, and further the Covenants Committee shall not unreasonably withhold its approval.

3. All lots shall be limited to residential use only and no noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and/or creates traffic.

4. Each single-family residence constructed shall have no less than 1,500 square feet devoted to living purposes exclusive of unroofed or roofed porches, terraces, basements, garages and carports.

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5. No basement, tent, shack, garage, barn, trailer, outbuilding or any temporary structure shall be occupied or used as a residence.

6. An easement eight (8) feet wide is excepted and reserved along all side and rear lot lines of said lots for utility installation and maintenance; provided, however, that the owner hereby reserves to itself, its successors and assigns, the right to vacate the easements along any interior side lot lines if two or more adjoining lots are sold for use as a single dwelling site.

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7. When public sewers become available, all dwellings must make use thereof and pending availability of sewers each dwelling must be provided with a septic tank and leaching field or a disposal system of a design approved by the State Board of Health and correctly installed to be harmless to another and adjoining property. No outside toilet shall be erected or permitted on any lot.

8. Except upon written permission of the Covenants Committee no live timber shall be removed from any lot or destroyed unless necessary to provide the location for a residence, outbuilding, private garage, servant's quarters, private driveway or other improvements necessary or suitable to be erected upon residential property.

9. No billboard or other advertising device shall be erected or permitted on any lot nor shall anything be done or permitted on any lot which will deface or mar the natural scenery thereon. "For Sale" signs must be approved by the Covenants Committee.

10. Except as hereafter provided, no horses, cattle, sheep, goats, pigs, poultry, burros, donkeys, or other livestock of any description shall be kept or maintained on any part of the lot. Residents may keep no more than two adult dogs or other animals which are bona fide household pets so long as such pets are not kept for commercial purposes, and do not constitute a nuisance or inconvenience to any of the residents of Hiwan Hills - Block J. Residents who are horse owners in Hiwan Hills - Block J as of the date of adoption of these covenants, may keep their horses, on their lots, but in no instance shall new horses be added to a lot, and, if a horse owner vacates his lot, the new resident may not have horses. When horses are kept on a lot, the stable area must be kept neat, clean and free of offensive odors. Manure must be removed at least monthly, weather permitting. An approved shelter for horses should be provided. An owner of more than two dogs on the date of adoption of these covenants may continue to own such dogs on the condition such owner will acquire no additional dogs until the number of dogs owned is less than two, and

thereafter such number shall not be exceeded.

11. No residence placed or erected on any lot shall be occupied prior to its being fully completed in accordance with plans approved by the Covenants Committee nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions, and restrictions contained herein; provided, however, that during the actual construction of any improvement on any lot, necessary temporary buildings for the storage of materials may be erected and maintained by the person doing such construction. The work of constructing, altering, or remodeling of any building or part thereof shall be prosecuted diligently and shall be completed no later than 270 days after the issuance of the building permit for same.

12. No unlicensed vehicle not in use shall remain on any lot.

13. Any fence erected must be approved by the Covenants Committee using the same criteria as outlined in Paragraph 2.

14. Each lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed on any lot so as to be visible to any neighboring lot and road, except as is necessary during the period of construction.

15. No single family residence may be permanently occupied by more than three unrelated persons. In the event a court holds this provision to be unenforceable because it is unnecessarily restrictive, it shall nevertheless be enforceable to the extent permitted by such court.

16. In case of any violation of any of the provisions hereof, the owner or owners of any lot in Mivan Hills - Block 3 may, in addition to other remedies at law or in equity, including action for damages, have such violations perpetually enjoined or, in the case of the erection or maintenance of any building, structure or thing in violation of any of the provisions hereof, may have such building, structure or thing removed by proper legal proceedings.

17. Invalidation of any of the provisions hereof by judgment or order of court shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

18. The provisions hereof shall be covenants running with the land and shall enure to the benefit of and be binding upon all owners and their successors and assigns provided, however, the owners of the majority of the lots in Mivan Hills - Block 3 may by instrument in writing duly signed, acknowledged

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and recorded in the Office of the Clerk and Recorder of Jefferson County, change, revoke or alter said provisions in whole or in part.

19. Each lot owner who shall approve these revised covenants by separate written instrument duly acknowledged, shall thereby appoint the officers of the Hiwan Hills Improvement Association as his attorneys-in-fact to sign, acknowledge and record such covenants on behalf of such lot owner. There shall be attached thereto the sworn affidavit of such attorneys-in-fact that the revised covenants have been approved by a majority of the lot owners of Hiwan Hills - Block 3 in accordance with Paragraph 10 of the Protective Covenants recorded at Plat Book 13, Page 46 of the Jefferson County records.

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Dated: February 1, 1979