

12-16-75

PROTECTIVE COVENANTS

FOR

HIWAN HILLS - BLOCK 5

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 August 18, 1957, in Book 1212 at Page 179, and pursuant to Paragraph 11 of sa. protective covenants the owners of the majority of the lots in Hiwan Hills - Block 5 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 5 that the provisions below shall control and shall be the protective covenants for Hiwan Hills - Block 5, County of Jefferson, State of Colorado, hereinafter referred to as "Association".

1. No structure shall be placed, erected, or altered on any building sites 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 1 car, and other outbuilding incidental to residential use of any lot.

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 each 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 Association. It shall be the duty and obligation of any owner of a lot in Hiwan Hills - Block 5 desiring to erect, place or alter any such building or structure to contact the Covenants Committee of the Association. Should the Covenants Committee of the Association 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 of the Association shall use the following criteria for their decision as to their approval or disapproval as outlined above:

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 5.

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 5 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 5, 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 5 to be denied light and air or other dangers inconsistent with the growth of Hiwan Hills - Block 5.

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 of the Association 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 1,200 square feet of ground floor area and a total of 1,800 square feet devoted to living purposes exclusive of unroofed or roofed porches, terraces, basements, garages, and carports.

5. Except as otherwise approved by the Covenants Committee, every building, structure or other improvement, other than fences, terraces, and steps shall be set back in accordance with the following conditions:

A. Front yard setbacks; not less than 30 feet from any street lot line.

B. Side yard and rear yard setbacks; not less than 25 feet from any lot line.

6. An easement 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 easement 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. 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 other animals, including no more than two adult dogs, which animals are bona fide household pets so long as such pets are not kept for commercial purposes and do not constitute a nuisance. Residents who are horse owners in Hiram Hill - Block 5 as of the effective date of these covenants may maintain 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 maintain horses on the lot. 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 shall be provided.

11. No temporary house, trailer, tent, garage or outbuilding shall be placed or erected on any part of any lot and 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. There shall be with each residence an area enclosed to conceal (from adjoining lots and roads) garbage cans, propane tanks, and storage piles, except for wood stored for household use.

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

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14. If any trees on any lot are infected with any transferrable disease that might be injurious to adjoining trees on adjoining lots, then these trees must be treated and removed by the property owner. Should the property owner fail to treat his infected trees in an appropriate manner, the Association shall, after giving the owner 30 days written notice, have the right to treat and remove any infected trees at the owner's expense and the Association shall have a lien against the property to secure payment from the owner for this expense.

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

16. In case of any violation of any of the provisions hereof, the owner or owners of any lot in River Hills - Block 5 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 River Hills - Block 5 may, by instrument in writing duly signed, acknowledged and recorded in the Office of the Clerk and Recorder of Jefferson County, change, revoke or alter said provisions in whole or in part.

FIRST NATIONAL BANK, Evergreen, CO

James W. Taylor
James W. Taylor,
Assistant Vice President

Subscribed and sworn before me this 8th day of December, 1973.
My Commission Expires July 3, 1978.

James W. Taylor
James W. Taylor, Notary Public

1. *Katherine G. Curran*
2. *Lang A. Curran*
3. *Angela I. Nelson*
4. *Stacy Nelson*
5. *Shirley M. Nelson*
6. *Ruth A. Krans*
7. *Jane O'Reilly*
8. *Jane O'Reilly*
9. *John T. O'Reilly*
10. *Constance J. O'Reilly*

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- 14. Morris Younger
- 15. Gene Younger
- 16. Douglas H. Young
- 17. Nancy Young
- 18. Janice F. Mutter
- 19. L. W. Hester
- 20. Elizabeth O. Buckingham
- 21. Helen B. Stephenson
- 22. M. B. Stephenson

- 23. Charles J. Jaque
- 24. Barbara P. Pyne
- 25. *[Signature]*

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The above and foregoing signatures numbers one through twenty-five were subscribed and sworn to before me this 6th day of December, 1975.
 My commission expires October 15, 1979.

[Signature]



[Signature]

The above and foregoing signature was subscribed and sworn to before me the 6th day of December, 1975.
 My commission expires Oct. 10, 1979

[Signature]

Ellen Kaine Prabody
 William W. Prabody

The above and foregoing signatures were subscribed and sworn to before me the 6th day of December, 1975.
 My commission expires March 10, 1977.

[Signature]

