

Recorded  
April 19, 1971

Book 2253  
Page 402

DECLARATION OF PROTECTIVE COVENANTS

FOR HILLDALE PINES

WHEREAS, K-MAC, INC., a Colorado Corporation, fee owner of the real property hereinafter described, hereinafter referred to as the Grantor, hereby makes and declares the following limitations, restrictions and protective covenants, through reference hereto in all deeds and contracts for sale issued by said Grantor to or for any part of said property, as benefits and obligations running with the property, and as binding upon the Grantor and upon all parties claiming under said Grantor and upon all future owners of any part of said property, so long as these restrictive covenants shall remain in force and effect as now written or as hereafter altered:

1. PROPERTY AFFECTED: These covenants are hereby applicable to the following described property in Jefferson County, Colorado:

Hilldale Pines, Third Filing,  
a subdivision of a portion  
of Section 16, Township 6  
South, Range 70 West, Jefferson  
County, Colorado.

2. GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping said subdivision, as far as possible, desirable, attractive, beneficial, uniform and suitable in architectural design, materials and appearance; limiting the use to residential buildings, and guarding against fires and unnecessary interference with the natural beauty and improper uses of adjoining properties in the subdivision; all for the mutual benefits and protection of all owners of said property.

3. IMPROVEMENTS ALLOWED: On any building site in the said property there may be constructed, subject to architectural control as hereinafter states; one new dwelling, designed for occupancy by a single family and for private use only, a private garage and other outbuildings (enclosed and covered) incidental to residential use of the premises; fences, wall, hedges, planting, exterior antenna, underground storage for fuel oil, and other usual appurtenances common at any time to such a subdivision.

4. IMPROVEMENTS PROHIBITED: No structures shall be erected, altered or permitted to remain on any part of said property except those above stated as "improvements allowed." No apartment, duplex, or multi-family dwelling shall be erected or maintained. No used or second-hand structure and no building of temporary character, no basement, tent, shack, outbuilding or house trailer, except as used customarily for and during construction of buildings and in no event for a period of longer than six months, shall be placed or used on any building site, either temporarily or permanently.

5. DWELLING SIZE: The ground floor area of the main structure shall not be less than 1,000 square feet for a one story dwelling exclusive of garages, and shall not be less than 550 square feet of living area on the first floor of a one and one-half or a two story dwelling exclusive of garages; no dwelling to exceed two and one-half stories by design of the building itself and irrespective of measurements from or in consideration of ground level. Exteriors of all homes must be either brick, brick veneer, stone, stone veneer, wood siding or log siding. No imitation brick siding, tar paper, asbestos shingle or concrete block

dwellings shall be permitted. Any other types of construction are to be approved by the Architectural Control Committee. All dwellings must be completed on the outside before occupancy, whether or not they are finished inside.

6. ARCHITECTURAL CONTROL: No improvement shall be commenced, constructed, placed or altered on any building site until the building plans (including plot plans and specifications) and sufficient description for each allowed type of improvement have been in each instance submitted to the Grantor and by it approved in writing; such approval to cover conformity and harmony of external design of all the improvement; the location thereof in relation to lot lines, topography and grade, and the location and character and method of utilization of all utilities, including water supply and sewage disposal. Grantor agrees to use reasonable judgment in passing upon such submitted plans and descriptions, but shall not be liable to any person for Grantor's actions in connection with submitted plans and descriptions. If Grantor fails to approve or disapprove the submitted plans and descriptions within thirty days after same have been submitted to it, the approval of Grantor hereunder shall be presumed. If the owner shall undertake the construction or alteration of any improvement allowed hereunder, but without advance approval of his plans and descriptions, and if no suit has been commenced to enjoin such construction prior to the completion thereof, the approval of the Grantor hereunder shall be presumed.

7. USES PROHIBITED: No business of any kind shall be permitted on any building site or in any structure thereon, if it involves employment of more than one additional or non-family person. No oil drilling, mining quarrying, placering or mineral operations or exploration of any kind shall be permitted on any building site, no poultry of any kind shall be raised, bred or kept on building site or in any improvements thereon; household pets may be kept if there be no commercial uses of such pets. The entire site must be kept in an orderly fashion and no unlicensed automobiles or used building materials may be stored thereon. No signs of advertising structures for home businesses or otherwise, shall be erected or maintained on any building site or improvement; but Grantor may allow shall and standard signs of attractive design for the sole purpose of advertising said properties for sale or lease. There shall be no dumping of waste materials on any building site, and garbage and trash shall be kept in adequate, sanitary containers and disposed of with reasonable promptness. All homes must be equipped with a garbage disposal unit with double cutting blades.

8. CHIMNEYS, FIREPLACES AND INCINERATORS: All homes must be equipped with a safe, enclosed incinerator to be of regulation type with a protective wire screen inside the chimney near the top, the protective screen shall also be contained in the construction of the chimneys and fireplaces. No chimney, fireplace or incinerator to be within twelve (12) of any tree, or limb thereof.

9. DRIVEWAYS: Anyone building a driveway on the uphill side of any road shall put in a culvert at the road entrance so as to provide for water drainage along the side of the road. All site grading shall be accomplished in such a way as to divert water flow to the streets and roadways as much as possible.

10. STREAMS AND WATER COURSES: Streams and water courses are to be left in their natural course as shown on the map, but may be changed or modified to prevent damage to property or roadways, by the Grantor, or by the Jefferson County authorities.

11. GRANTOR'S RIGHT TO REPURCHASE: Should any purchaser of a building site elect to sell the property at any time Grantor shall have the right, at its option, to purchase said property upon the same terms, conditions and price of any bona fide offer acceptable to the seller.

12. DURATION OF COVENANTS: The protective covenants herein contained shall continue to be binding upon the Grantor and upon all persons claiming under Grantor and upon all owners of sites in said subdivision for a period of twenty (20) years from the date these covenants are recorded, and thereafter for successive periods of twenty (20) years, but in no event for more than one hundred twenty (120) years thereafter. Provided, however, that the fee owners or holder of purchase contracts of or for sixty-five percent of all of the separate and improved building sites in the said subdivision, provided that at least eighty percent (80%) of the total area of the subdivision has been sold or contracted for sale by Grantor for individual building sites, may by unanimous action release all of the property in the subdivision from any one or more of the protective covenants herein contained, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, showing the properties or agreements in writing for such purpose, showing the properties owned or held by each signer; and by filing the same for record in the office of the Clerk and Recorder of Jefferson County, Colorado.

13. ENFORCEMENT OF COVENANTS: The protective covenants herein contained are accepted by every grantee, purchaser, owner, and signer of any agreement of sale and purchase, and for any property in the said subdivision, and they each agree to conform to and observe same, but none of the covenants shall be personally binding upon any owner or purchaser except in respect to breaches committed during such person's holding or ownership of the land in connection with which the breach was committed. Either the Grantor or any owner or the holder of a purchase contract for any of such persons shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breaches of or to enforce the adherence to the covenants hereof, in addition to other existing remedies that may be applicable. No failure on the part of any such person to enforce any covenant immediately after such cause may arise shall be deemed a waiver as to that cause or of any similar cause that may thereafter arise.

14. GRANTOR'S RIGHT ASSIGNABLE: All of the rights of the Grantor herein reserved, including rights to act for architectural control and rights to enforce, any and all of the covenants herein shall be freely assignable and any assignee shall succeed to all the rights of any assignor thereof.

15. OWNERS' CORPORATION: If the owners (other than Grantor) of the building sites that have been sold or contracted for sale by Grantor and which together include at least eighty percent (80%) of the total area of the subdivision, shall organize a Colorado nonprofit corporation for the benefit of all of the owners or holders of contracts of sale of and for building sites in the subdivision, and if each building site becomes entitled to the same number of shares of stock and votes in such corporation as the owners or holders of contracts of or for each other building site, then Grantor will assign all its rights hereunder as beneficiary of the covenants herein to such corporation.

16. SEVERABILITY: Invalidation of any of the covenants herein contained, or any part thereof, by any judgment or court order, shall in no wise affect any of the other covenants and they shall remain in full force and effect.

Recorded  
May 21, 1971

Book 2262  
Page 379

AMENDMENT OF PROTECTIVE COVENANTS

WHEREAS the undersigned are the owners of all of Hilldale Pines Third Filing situated in the County of Jefferson, State of Colorado.

AND WHEREAS a declaration of Protective Covenants effecting said Subdivision was recorded in Book 2253 at page 402 to 405 of Jefferson County Records.

AND WHEREAS the undersigned desire to ammend Protective Covenants by the deletion of a portion thereof.

NOW THEREFORE the undersigned do hereby delete paragraph 11 which reads "11. GRANTOR'S RIGHT TO REPURCHASE: Should any purchaser of a building site elect to sell the property at any time, Grantor shall have the right, at its option, to purchase said property upon the same terms, conditions and price of any bona fide offer acceptable to the seller.

AND EXCEPT as herein ammended by the said deletion of said paragraph 11, the undersigned do hereby ratify and confirm said covenants as recorded in Book 2253 at pages 402 to 405 of Jefferson County Records.