

CONDITIONS, STIPULATIONS, AND RESTRICTIVE COVENANTS

Resubdivision of Subdivision A, Cherry Hills Heights, Arapahoe County, CO.

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Reservations: There is hereby expressly reserved and retained for public utilities an easement or right of way five feet wide along all side and rear boundary lines of each of such lots and tracts, together with the right of ingress and egress for construction, maintenance, and operation, and together with such additional right of overhang for crossarms attached to utility poles as may be necessary beyond said surface easement of five feet.

1. All lots or tracts of land in said resubdivision shall be for residential purposes only, and no building or structure shall be erected or placed on any lot or tract of land other than a single family dwelling, which shall not exceed 25 feet in height, and to which any garage (garage shall not exceed in size that necessary to enclose three passenger automobiles) or other out building or out buildings incidental to residential use and occupancy shall be attached and be a part of the single unit; provided, however, that a temporary structure may be used and occupied during the construction of the permanent building or structure if the written permission and consent of Real Estate Equities, Inc. is first had and obtained to such occupancy; provided, however, that when 51% of the land in area of the Resubdivision of Subdivision A, Cherry Hills Heights has been sold y Real [state Equities, Inc., then the owners of 51% of the land measured by area shall be entitled to elect a Landowners' Committee consisting of three landowners in said subdivision, which Committee by majority vote, may permit exceptions to the foregoing.

2. All residences or dwellings, until connected to a permanent sewage and waste disposal conduit or plant shall be equipped with septic tanks or cesspools, or both which meet the requirements of the Colorado State Board of Health.

3. Deleted 11-91: Omitting restrictions herein, if any, based on race, color, religion or national origin.

4. No noxious or offensive trade, business, or activity shall be conducted, carried on, or practiced on any lot or tract of land or in any residence or dwelling constructed thereon, and the owner of said lots or tracts shall not suffer or permit any residence or dwelling erected thereon to be used or employed for any purposes that will constitute a nuisance in law or that will detract from the residential value of said premises.

5. No cows, pigs, horses, chickens or other livestock shall be raised, grown, bred, maintained, or cared for upon said premises, or any part thereof, provided, however, that nothing herein contained shall prevent any owner of any lot or tract from maintaining, keeping and caring for domestic household pets not for commercial purposes.

6. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1972, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

7. If any grantee or his heirs, legal representatives, successors, or assigns shall violate any of the covenants herein, any other owner of real property in said resubdivision may lawfully prosecute any proceedings in law or equity against such person or persons, either to prevent him or them from so doing, or to restrain any violation hereof by perpetual injunction and to recover such damages as may ensue by virtue of such violation.

8. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other stipulations, conditions or restrictive covenants which shall remain in full force and effect.

9. None of the foregoing shall be construed as conflicting with any present or future regulation of the Arapahoe County Zoning Ordinance, which shall be interpreted herewith and as a part hereof, and shall govern the use of all lots or tracts.

SPECIAL CONDITIONS, STIPULATIONS AND RESTRICTIVE COVENANTS

Notwithstanding any condition, stipulation, or restrictive covenant imposed upon said lots or tracts as a part of a general plan of development, Real Estate Equities Inc, its legal representatives or successors, for the benefit of lands retained by it, does hereby impose the following special conditions, stipulations, and restrictive covenants upon all lots and tracts in said resubdivision.

1. No building fence wall, or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, locations, and approximate cost of such structure, and the landscaping and grading plan of the lot or tract to be built upon it shall have been submitted to and approved in writing by Real Estate Equities, Inc., or its legal representatives or successors, and a copy thereof as finally approved lodged permanently with said Real Estate Equities, Inc. or its legal representatives or successors. Real Estate Equities, Inc., its legal representative or successors shall have the right to refuse to approve any plans or specifications or landscaping or grading plans which are not suitable or desirable in its opinion, and in passing upon such plans, specifications, landscaping and grading plans, it shall have the right to take into consideration the use and suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent neighboring property; provided, however, that when 51% of the land in area of the Resubdivision of Subdivision A, Cherry Hills Heights has been sold by Real Estate Equities, Inc., then the owners of 51% of the and measured by area shall be entitled to elect a Landowners' Committee consisting of three landowners in said subdivision, which Committee by majority vote, may permit exceptions to the foregoing.

2. No dwelling shall be permitted or erected on any lot or tract with ground floor area, exclusive of open porches and breezeways, but including garages, less than 2000 square feet, and no lot or tract may he subdivided to provide less area than 20000 square feet; provided, however, that with the consent of Real Estate Equities, or, when the Committee herein above referred 110 in Paragraph 1 has been established, with the consent of said Committee, a tolerance of ten per cent may be permitted.

3. Enforcement of the special conditions, stipulations, and restrictive covenants shall rest solely with Real Estate Equities, Inc., its legal representatives or successors, and the right to amend, alter, revoke, or modify these special conditions, stipulations and restrictive covenants is hereby expressly reserved and retained by Real Estate Equities, Inc., its legal representatives or successors, and approval of any one or more sets of plans, specifications, landscaping and grading plans shall not in any way prohibit or limit the right of the said Real [state Equities Inc., its legal representatives or successors, to approve a different set or type of plans, specifications, landscaping, and grading plans; provided, however, that nothing herein contained shall(be construed as giving to Real Estate Equities, Inc., its legal representatives or successors the tight to amend, alter,

revoke, or modify the conditions, stipulations, or restrictive covenants imposed in accordance with the plans of general development which are numbered 2,3,4, and 5; provided, further, that when the Committee referred to in Paragraph 1 above has been created, said Committee shall have the power to enforce these special conditions, stipulations, and restrictive covenants and shall have all of the rights herein granted to Real Estate Equities, Inc., and shall be deemed to be its successor.

4. These special conditions, stipulations and restrictive covenants shall run with the land and shall bind all grantees, their heirs, representatives, or assigns, and all persons claiming under them until January 1, 1972, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

5. Real Estate Equities, Inc., its legal representatives or successor's, may lawfully prosecute any proceedings in law or in equity against any such person or persons who violate any special conditions, stipulations or restrictive covenants in any particular and may restrain such violation by perpetual injunction any may recover such damages as may ensue because of such violation, including costs of suit and attorneys fees.

6. Invalidation of any one or any part of any one of these special conditions, stipulations, or covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.