

44 West
Covenants

513719

Recorded: August 25, 1972

Book 2415

Page 337

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, the undersigned are the owners and encumbrancers of the following described real property situated in the County of Jefferson, State of Colorado, to-wit:

LAKEHURST WEST FILING NO. 2

WHEREAS, it is desired to maintain said real property as a high-class residential district; NOW, THEREFORE, said owners and encumbrancers do hereby declare, impose and establish conditions and protective covenants with respect to the real property above described as follows:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two(2) stories in height and a private garage for not more than three (3) cars.

2. No building shall be erected, placed or altered on any building plot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any building plot nearer to any street than the minimum building setback line unless similarly approved. The architectural control committee is composed of Zelle Berenbaum, Joseph Berenbaum, and Christine Maron, 1550 East 17th Avenue, Denver, Colorado. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owner of a majority of the lots shall have the power through a duly-recorded instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story building, provided, however, that in the erection of a two-story residence, the ground floor area shall be not less than 650 square feet, and in the erection of tri-level, garden-level and split entry residences, the minimum applied to the two upper levels or the main floor, or the first floor; whichever is applicable shall be not less than 650 square feet, with a minimum square footage of over-all finished living space, as hereinabove set forth.

4. No building shall be located on any building plot nearer to the front building plot line than the minimum building setback line or nearer than fifteen (15) feet to any side street line. In any event, no building shall be located on any building plot nearer than twenty (20) feet to the front lot line. No building shall be located nearer than five (5) feet to an interior building plot line except that no side yard shall be required for a detached garage or other permitted accessory building located thirty-five (35) feet or more from the front property line. No building except a detached garage shall be located on an interior lot closer than twenty (20) feet to the rear property line. For the purpose of these covenants, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a building plot to encroach upon another building plot.

5. No dwelling shall be erected or placed on any building plot having a width of less than seventy (70) feet at the minimum building setback line nor shall any dwelling be erected or placed on any building plot having an area of less than 8,500 square feet.

6. No plants, walls, heads of shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersections of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight line.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

8. No noxious or offensive activity shall be carried on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot any time as a residence either temporary or permanently.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. No lot shall be used or maintained as a dumping ground for rubbish, trash, or other refuse. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of each material shall be kept in a clean sanitary condition.

13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tank, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. All lots are subject to and bound by Public Service Company tariffs which are now and may in future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules, and regulations therein provided and subject to all future amendments and changes thereto. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

8-25-72

2415 339

15. These covenants are to run with the land and are to be binding on all persons and parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change the covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrict violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Signed this 3/14 day of July, 1972.

L. W. LAND COMPANY

By Zellie Berenbaum President

ATTEST

Mandel Berenbaum
Secretary

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3/14 day of July, 1972, by Zellie Berenbaum, President and Mandel Berenbaum, Secretary of L. W. LAND COMPANY, a Colorado corporation.

Witness my hand and official seal.

My commission expires: November 8, 1975

[Signature]
Notary Public

COUNTY OF DENVER
STATE OF COLORADO
RECORDING DIVISION
JUL 23 1 20 PM '72
2415 337
RECEIVED

513719