

Recorded at 3:19 o'clock P. M. AUG 25 1961  
Reception No. 771763 MARJORIE PAGE, Recorder

DECLARATION OF PROTECTIVE COVENANTS

BOOK 1283 PAGE 458

FOR

PALOS VERDES,  
ARAPAHOE COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, Colorado Real Estate & Development, Inc., a Delaware corporation, hereinafter referred to as "Subdivider", is the owner of Palos Verdes Subdivision, Arapahoe County, Colorado; and

WHEREAS, the Subdivider desires to place certain restrictions on said real property for the use and benefit of the Subdivider and its grantees;

NOW, THEREFORE, the Subdivider does hereby publish and declare that said real estate above described is subject to the following conditions and restrictions which shall run with the land and which shall be binding upon and enure to the benefit of the Subdivider, its grantees, their heirs, executors, assigns, and successors in interest, to-wit:

RESERVATIONS

Easements and rights of way as shown on the Plat of said Subdivision are hereby reserved on, over and under all the plots in this Subdivision for wells, poles, wires, pipes, conduits for heating, lighting, electricity, gas, telephone, sewer, drainage, water, or other public or quasi-public utility service purposes, together with right of access thereto for purpose of construction or repair.

GENERAL CONDITIONS, STIPULATIONS AND RESTRICTIVE COVENANTS

1. All plots in said Subdivision shall be for residential purposes only, and no building shall be erected or placed on any plot other than a single family dwelling, to which any garage or other outbuilding incidental to residential use and occupancy shall be attached and be a part of the single unit. For purposes of these Covenants a plot shall be defined as one or more lots as shown on the Subdivision Plat, or fractional parts thereof as may comply with the zoning regulations of Arapahoe County.
2. The water system of each residence shall be connected to the Palos Verdes water system in accordance with the rules and regulations of the Southgate Water District. The sewer system of each residence shall be connected to the Palos Verdes sewage system in accordance with the rules and regulations of the Southgate Sanitation District.
3. No obnoxious or offensive activity shall be carried on upon any plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. No 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 plot from maintaining, keeping and caring for domestic household pets not for commercial purposes.
5. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1988, at which time said covenants shall automatically be extended for successive periods of ten years, unless by vote of a majority of the then owners of the plots it is agreed to change said covenants in whole or in part.
6. If any grantee or his heirs, legal representatives, successors or assigns shall violate any covenants herein, any other owner of real property in said Subdivision may lawfully prosecute any proceedings in law or in equity against such person or persons either to prevent him or them from so doing, or to restrain any violation thereof by perpetual injunction and to recover such damage as may ensue by virtue of such violation.

7. 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.

8. None of the foregoing shall be construed as conflicting with any present or future regulation of the zoning resolutions of the County of Arapahoe, State of Colorado, which shall be interpreted herewith and as a part hereof and shall govern the use of all plots. In the event that any requirement shall constitute a violation of present or future zoning regulations, said zoning regulations shall be controlling with respect to the provision in question.

#### SPECIAL CONDITIONS, STIPULATIONS AND RESTRICTIVE COVENANTS

The following special conditions, stipulations and restrictive covenants are hereby imposed upon all plots in said subdivision:

1. **PRELIMINARY APPROVAL REQUIRED.** No building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alterations therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, locations and approximate cost of such structure, and the grading plan of the plot to be built upon, shall have been submitted to and approved in writing by the Subdivider, its successors or assigns, and a copy thereof as finally approved lodged permanently with the Subdivider. The Subdivider shall have the right to refuse to approve any plans or specifications or grading plans, taking into consideration the use and suitability of the proposed building and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the conformity and harmony thereof with the surroundings, the topography of the land, and the effect of the building as planned on the outlook from the adjacent neighboring property.

A soil test and foundation plans by an engineer must be submitted with the plans, specifications and plot plan for the proposed structure.

If no suit to enjoin the construction shall be commenced prior to completion or thirty days after commencement, whichever shall be the later date, these architectural control covenants shall be deemed to have been complied with.

2. **CONSTRUCTION LIMITATION.** At any time that plans and specifications, grading plans and location have been approved, then the construction of the same shall be carried out forthwith by a contractor and completion affected within twelve months from date construction is commenced. However, the time limit on completion of construction may be extended if unusual circumstances or delay beyond the control of the grantee or his licensed contractor occurs. No residence may be occupied until same has been completed in accordance with approved plans and specifications. If construction of a residence be commenced and same be not completed within twelve months of the date of commencement of construction, or within any extension of time granted by the Subdivider, unless failure to complete is due to shortage of materials or governmental restrictions, then the owner shall pay to the Subdivider the sum of \$50.00 per month for each month that the owner fails to complete said residence as agreed liquidated damages for the violation of this covenant.

3. **MINIMUM FLOOR AREA AND SPECIAL REQUIREMENTS.** No dwelling shall be permitted or erected on any plot of less than 1400 square feet of primary living space, exclusive of open porches, patios, garages and other buildings; provided, however, that said 1400 foot minimum shall be applied to the upper two floors of any tri-level residence, no allowance being made for the lower level; and provided, further, that for any two-story residence, the minimum shall be 1000 square feet on the first floor at one grade and 700 square feet on the second floor thereof.

A garage or carport is required and shall be of a size at least large enough to completely cover two passenger automobiles, but shall not exceed in size that necessary to cover three such automobiles.

At least thirty percent (30%) of the exterior of both house and garage or carport must be of brick, masonry or decorative stone.

4. **SET BACKS.** Buildings erected on each plot shall have a front line set back of at least 25 feet and a rear line set back of at least 25 feet, and side line set backs of at least 10 feet.

5. **ESTHETIC BEAUTY PROTECTION.** In harmony with the intent of all parties to protect the esthetic beauty of this Subdivision, there shall be no refuse or trash burning permitted, either in open fires or exterior incinerators; provided, however, that interior gas-fired incinerators, at the option of the home owner,

shall be allowed; there shall be no permanent exterior installation of clothes lines.

6. CARE OF UNIMPROVED BUILDING SITES. It is the responsibility of the owner of any unimproved building site to have the weeds cut sometime before June 15 and again by September 1st of each year. It is agreed that if the owner does not carry out this function, that the Subdivider may do so and charge the owner an amount not to exceed \$15.00 per year.

7. ENFORCEMENT AND AMENDMENT RESERVED. Enforcement of the "Special Conditions, Stipulations and Restrictive Covenants" shall rest solely with the Subdivider, its successors and assigns, and the right to amend, alter, revoke or modify these Special Conditions, Stipulations and Restrictive Covenants is hereby expressly reserved and retained by the Subdivider, its successors and assigns, as well as the right to approve any one or more sets of plans, specifications and grading plans; provided, however, that nothing herein contained shall be construed as giving the Subdivider the right to amend, revoke, or modify the "General Conditions, Stipulations, or Restrictive Covenants" imposed in accordance with the plans of general development.

8. BINDING EFFECT UNTIL AMENDED BY LANDOWNER'S COMMITTEE. These special conditions, stipulations and restrictive covenants shall bind all grantees, their heirs, representatives, or assigns, and all persons claiming under them until January 1, 1969, at which time said special conditions, stipulations and restrictive covenants shall be automatically extended for successive periods of ten years; provided, however, that at such time as title to 70% or more of the plots in Palos Verdes shall have been transferred by said Subdivider, then the owners of the majority of the plots may call an election for the purpose of selecting a "Landowners' Committee," composed of five individual owners in said Subdivision, and who by majority vote may amend, alter, revoke or modify these "Special Conditions, Stipulations and Restrictive Covenants."

9. PROSECUTION OF VIOLATORS. The Subdivider may lawfully prosecute any proceedings in law or in equity against such person or persons who violate any special conditions, stipulations or restrictive covenants in any particular, and may restrain such violation by perpetual injunction and may recover such damages as may ensue because of such violation, including costs of suit and attorney fees.

10. PARTIAL INVALIDATION SHALL NOT AFFECT. Invalidation of any one or any part of any one of these Special Conditions, Stipulations and Restrictive Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

11. EXCEPTIONS. Notwithstanding anything contained herein to the contrary, there shall be excepted from the operation of both the above "General Conditions, Stipulations and Restrictive Covenants" and the "Special Conditions, Stipulations and Restrictive Covenants," any structure, improvement, or facility necessary for the operation of a water entity or sewer entity as well as any playground, swimming pool, bath house, or other community type recreational facility.

Notwithstanding anything contained herein to the contrary, it is further understood that the owner or owners of any plot in said subdivision may construct a private swimming pool, provided that circulating water be used therein, and provided further that the prior consent of the Subdivider or the aforesaid Landowners' Committee for the construction of such private swimming pool is first had and obtained.

Executed at Englewood, Colorado, this 20th day of July, 1961.



James O. Hadley  
James O. Hadley, Secretary

COLORADO REAL ESTATE & DEVELOPMENT, INC.,  
By John J. Broderick  
John J. Broderick, President

STATE OF COLORADO, }  
County of Arapahoe. } ss.

before me this 20th day of July, 1961, by John J. Broderick, as Vice President

Recorded at 1:46 o'clock P M NOV 21 1961;  
Reception No. 785682 MARJORIE PAGE, Recorder

**A M E N D E D**  
DECLARATION OF PROTECTIVE COVENANTS

BOOK 1303 PAGE 171

FOR

PALOS VERDES,  
ARAPAHOE COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, Colorado Real Estate & Development, Inc., a Delaware corporation, hereinafter referred to as "Subdivider", is the owner of Palos Verdes Subdivision, Arapahoe County, Colorado; and

WHEREAS, the Subdivider desires to place certain restrictions on said real property for the use and benefit of the Subdivider and its grantees;

NOW, THEREFORE, the Subdivider does hereby publish and declare that said real estate above described is subject to the following conditions and restrictions which shall run with the land and which shall be binding upon and enure to the benefit of the Subdivider, its grantees, their heirs, executors, assigns and successors in interest, to-wit:

**RESERVATIONS**

Easements and rights of way as shown on the Plat of said Subdivision are hereby reserved on, over and under all the plots in this Subdivision for wells, poles, wires, pipes, conduits for heating, lighting, electricity, gas, telephone, sewer, drainage, water, or other public or quasi-public utility service purposes, together with right of access thereto for purpose of construction or repair.

**GENERAL CONDITIONS, STIPULATIONS AND RESTRICTIVE COVENANTS**

1. All plots in said Subdivision shall be for residential purposes only and no building shall be erected or placed on any plot other than a single family dwelling, to which any garage or other outbuilding incidental to residential use and occupancy shall be attached and be a part of the single unit. For purposes of these Covenants, a plot shall be defined as one or more lots as shown on the Subdivision Plat, or fractional parts thereof as may comply with the zoning regulations of Arapahoe County.
2. The water system of each residence shall be connected to the Palos Verdes water system in accordance with the rules and regulations of the Southgate Water District. The sewer system of each residence shall be connected to the Palos Verdes sewage system in accordance with the rules and regulations of the Southgate Sanitation District.
3. No obnoxious or offensive activity shall be carried on upon any plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. No 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 plot from maintaining, keeping and caring for domestic household pets not for commercial purposes.
5. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1988, at which time, said Covenants shall automatically be extended for successive periods of ten years, unless by vote of a majority of the then owners of the plots it is agreed to change said covenants in whole or in part.
6. If any grantee or his heirs, legal representatives, successors or assigns shall violate any covenants herein, any other owner of real property in said Subdivision may lawfully prosecute any proceedings in law or in equity against such person or persons either to prevent him or them from so doing, or to restrain any violation thereof by perpetual injunction and to recover such damage as may ensue by virtue of such violation.

7. 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.

8. None of the foregoing shall be construed as conflicting with any present or future regulation of the zoning resolutions of the County of Arapahoe, State of Colorado, which shall be interpreted herewith and as a part hereof and shall govern the use of all plots. In the event that any requirement shall constitute a violation of present or future zoning regulations, said zoning regulations shall be controlling with respect to the provision in question.

**SPECIAL CONDITIONS, STIPULATIONS AND RESTRICTIVE COVENANTS**

The following special conditions, stipulations and restrictive covenants are hereby imposed upon all plots in said Subdivision:

1. **PRELIMINARY APPROVAL REQUIRED.** No building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alterations therein be made until plans and specifications showing the nature, kind shape, height, materials, floor plans, locations and approximate cost of such structure, and the grading plan of the plot to be built upon, shall have been submitted to and approved in writing by the Subdivider, its successors or assigns, and a copy thereof as finally approved lodged permanently with the Subdivider. The Subdivider shall have the right to refuse to approve any plans or specifications or grading plans, taking into consideration the use and suitability of the proposed building and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the conformity and harmony thereof with the surroundings, the topography of the land, and the effect of the building as planned on the outlook from the adjacent neighboring property.

A soil test and foundation plans by an engineer must be submitted with the plans, specifications and plot plan for the proposed structure.

If no suit to enjoin the construction shall be commenced prior to completion or thirty days after commencement, whichever shall be the later date, these architectural control covenants shall be deemed to have been complied with.

2. **CONSTRUCTION LIMITATION.** At any time that plans and specifications, grading plans and location have been approved, then the construction of the same shall be carried out forthwith by a contractor and completion effected within twelve months from date construction is commenced. However, the time limit on completion of construction may be extended if unusual circumstances or delay beyond the control of the grantee or his licensed contractor occurs. No residence may be occupied until same has been completed in accordance with approved plans and specifications. If construction of a residence be commenced and same be not completed within twelve months of the date of commencement of construction, or within any extension of time granted by the Subdivider, unless failure to complete is due to shortage of materials or governmental restrictions, then the owner shall pay to the Subdivider the sum of \$50.00 per month for each month that the owner fails to complete said residence as agreed liquidated damages for the violation of this covenant.

3. **MINIMUM FLOOR AREA AND SPECIAL REQUIREMENTS.** No dwelling shall be permitted or erected on any plot with less than 1400 square feet of primary living space, exclusive of open porches, patios, garages and other buildings; provided, however, in the erection of two story residences, the minimum applied to each floor shall be 900 square feet, and in the erection of tri-level, split 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 1200 square feet, with minimum of 1700 square feet overall finished area.

A garage or carport is required and shall be of a size at least large enough to completely cover two passenger automobiles, but shall not exceed in size that necessary to cover three such automobiles.

At least thirty percent (30%) of the exterior of both house and garage or carport must be of brick, masonry or decorative stone.

4. **SET BACKS.** Buildings erected on each plot shall have a front line set back of at least 25 feet and a rear line set back of at least 25 feet, and side line set backs of at least 10 feet.

5. ESTHETIC BEAUTY PROTECTION. In harmony with the intent of all parties to protect the esthetic beauty of this Subdivision, there shall be no refuse or trash burning permitted, either in open fires or exterior incinerators; provided, however, that interior gas-fired incinerators, at the option of the home owner, shall be allowed; there shall be no permanent exterior installation of clothes lines.

6. CARE OF UNIMPROVED BUILDING SITES. It is the responsibility of the owner of any unimproved building site to have the weeds cut sometime before June 15 and again by September 1st of each year. It is agreed that if the owner does not carry out this function, that the Subdivider may do so and charge the owner an amount not to exceed \$1500 per year.

7. ENFORCEMENT AND AMENDMENT RESERVED. Enforcement of the Special Conditions, Stipulations and Restrictive Covenants herein shall rest solely with the Subdivider, its successors and assigns, and the right to amend, alter, revoke or modify these Special Conditions, Stipulations and Restrictive Covenants is hereby expressly reserved and retained, by the Subdivider, its successors and assigns, as well as the right to approve any one or more sets of plans, specifications and grading plans; provided, however, that nothing herein contained shall be construed as giving the Subdivider the right to amend, revoke, or modify the "General Conditions, Stipulations, or Restrictive Covenants" imposed in accordance with the plans of general development.

8. BINDING EFFECT UNTIL AMENDED BY LANDOWNER'S COMMITTEE. These special conditions, stipulations and restrictive covenants shall bind all grantees, their heirs, representatives, or assigns, and all persons claiming under them until January 1, 1969, at which time said special conditions, stipulations and restrictive covenants shall be automatically extended for successive periods of ten years; provided, however, that at such time as title to 70% or more of the plots in Palos Verdes shall have been transferred by said Subdivider, then the owners of the majority of the plots may call an election for the purpose of selecting a "Landowners' Committee," composed of five individual owners in said Subdivision, and who by majority vote may amend, alter, revoke or modify these "Special Conditions, Stipulations and Restrictive Covenants."

9. PROSECUTION OF VIOLATORS. The Subdivider may lawfully prosecute any proceedings in law or in equity against such person or persons who violate any special conditions, stipulations or restrictive covenants in any particular, and may restrain such violation by perpetual injunction and may recover such damages as may ensue because of such violation, including costs of suit and attorney fees.

10. PARTIAL INVALIDATION SHALL NOT AFFECT. Invalidation of any one or any part of any one of these Special Conditions, Stipulations and Restrictive Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

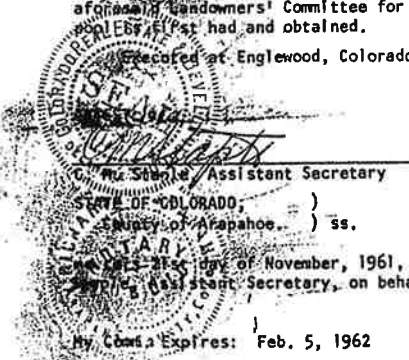
11. EXCEPTIONS. Notwithstanding anything contained herein to the contrary, there shall be excepted from the operation of both the above "General Conditions, Stipulations and Restrictive Covenants" and the "Special Conditions, Stipulations and Restrictive Covenants," any structure, improvement, or facility necessary for the operation of a water entity or sewer entity as well as any playground, swimming pool, bath house, or other community type recreational facility.

Notwithstanding anything contained herein to the contrary, it is further understood that the owner or owners of any plot in said Subdivision may construct a private swimming pool, provided that circulating water be used therein, and provided further that the prior consent of the Subdivider or the aforesaid Landowners' Committee for the construction of such private swimming pool has been had and obtained.

Executed at Englewood, Colorado, this 21st day of November, 1961.

COLORADO REAL ESTATE & DEVELOPMENT, INC.,

By Thomas J. Carlile  
Thomas J. Carlile, President



C. M. Stangle, Assistant Secretary

STATE OF COLORADO,  
County of Arapahoe, ) ss.

Subscribed and sworn to before me this 21st day of November, 1961, by Thomas J. Carlile, as President, and C. M. Stangle, Assistant Secretary, on behalf of Colorado Real Estate & Development, Inc.

The above and foregoing AMENDED DECLARATION OF PROTECTIVE COVENANTS was acknowledged before

Richard W. Graham  
Notary Public

My Comm. Expires: Feb. 5, 1962

Recorded at 9:46 o'clock A. M. APR 12 1966  
Reception No. 1007054 MARJORIE PACH, Recorder

BOOK 1660 PAGE 161

SECOND AMENDED  
DECLARATION OF PROTECTIVE COVENANTS

FOR

PALOS VERDES,  
ARAPAHOE COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, a "Declaration of Protective Covenants for Palos Verdes, Arapahoe County, Colorado" was recorded on August 25, 1961, in Book 1283 at Page 458 of the records in the office of the County Clerk and Recorder in and for the County of Arapahoe, State of Colorado; and an "Amended Declaration of Protective Covenants for Palos Verdes, Arapahoe County, Colorado," was recorded on November 21, 1961, in Book 1303 at Page 171 of said records; and

WHEREAS, the undersigned are the duly elected, qualified and acting "Landowners' Committee" for Palos Verdes; and

WHEREAS, pursuant to Paragraph 8 of the "Special Conditions, Stipulations and Restrictive Covenants" contained in each of the aforesaid instruments, we, as said Landowners' Committee, have the power to amend, alter and modify the "Special Conditions, Stipulations and Restrictive Covenants" contained in each of the aforesaid instruments.

NOW, THEREFORE, we, as said Landowners' Committee, hereby publish and declare that Palos Verdes, a Subdivision in Arapahoe County, Colorado, is subject to the following Reservations, Conditions, Stipulations and Covenants which shall run with the land and which shall be binding upon and inure to the benefit of all persons named in the aforesaid "Declaration of Protective Covenants," all persons named in the aforesaid "Amended Declaration of Protective Covenants" and all persons who now own property in said Subdivision, their grantees, heirs, executors, administrators, successors and assigns.

NOW, THEREFORE, we hereby re-publish the "Reservations" and the "General Conditions, Stipulations and Restrictive Covenants" set forth in said Declarations; and, acting in pursuance of the power and authority invested in us by the provisions of the aforesaid Paragraphs 8, we hereby amend, alter and modify the "Special Conditions, Stipulations and Restrictive Covenants" set forth in said Declarations to read as hereinafter set forth.

RESERVATIONS

Easements and rights of way as shown on the Plat of said Subdivision are hereby reserved on, over and under all the plots in this Subdivision for wells, poles, wires, pipes, conduits for heating, lighting, electricity, gas, telephone, sewer, drainage, water, or other public or quasi-public utility service purposes, together with right of access there-to for purpose of construction or repair.

GENERAL CONDITIONS, STIPULATIONS AND RESTRICTIVE COVENANTS

1. All plots in said Subdivision shall be for residential purposes only and no building shall be erected or placed on any plot other than a single family dwelling, to which any garage or other outbuilding incidental to residential use and occupancy shall be attached and be a part of the single unit. For purposes of these Covenants, a plot shall be defined as one or more lots as shown on the Subdivision Plat, or fractional parts thereof as may comply with the zoning regulations of Arapahoe County.
2. The water system of each residence shall be connected to the Palos Verdes water system in accordance with the rules and regulations of the Southgate Water District. The sewer system of each residence shall be connected to the Palos Verdes sewage system in accordance with the rules and regulations of the Southgate Sanitation District.
3. No obnoxious or offensive activity shall be carried on upon any plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. No 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 plot from maintaining, keeping and caring for domestic household pets not for commercial purposes.
5. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1988, at which time said Covenants shall automatically be extended for successive periods of ten years, unless by vote of a majority of the then owners of the plots it is agreed to change said covenants in whole or in part.
6. If any grantee or his heirs, legal representatives, successors or assigns shall violate any covenants herein, any other owner of real property in said Subdivision may lawfully prosecute any proceedings in law or in equity against such person or persons either to prevent him or them from so doing, or to restrain any violation thereof by perpetual injunction and to recover such damage as may ensue by virtue of such violation.
7. 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.
8. None of the foregoing shall be construed as conflicting with any present or future regulation of the zoning resolutions of the County of Arapahoe, State of Colorado, which shall be interpreted herewith and as a part hereof and shall govern the use of all plots. In the event that any requirement shall constitute a violation of present or future zoning



regulations, said zoning regulations shall be controlling with respect to the provision in question.

SPECIAL CONDITIONS, STIPULATIONS AND RESTRICTIVE COVENANTS

The following special conditions, stipulations and restrictive covenants are hereby imposed upon all plots in said Subdivision:

1. PRELIMINARY APPROVAL REQUIRED. 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, location and approximate cost of such structure, and the grading plan of the plot to be built upon, shall have been submitted to and approved in writing by the Landowners' Committee, and a copy thereof as finally approved lodged permanently with said Committee. Said Committee shall have the right to refuse to approve any plans or specifications or grading plans, taking into consideration the use and suitability of the proposed building and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the conformity and harmony thereof with the surroundings, the topography of the land, and the effect of the building as planned on the outlook from the adjacent neighboring property. A comprehensive report by a qualified engineer regarding soil conditions in the plot to be built upon and a foundation plan designed to take maximum advantage of the recommendations contained in said report must be submitted with the aforesaid plans. The said foundation plan must contain a certification by the designer thereof that it complies with the recommendations of the aforesaid engineer. If not submitted, the Landowners' Committee shall not give its approval contemplated hereby.

If no court action to enjoin the construction shall be commenced prior to completion or thirty days after commencement of the improvements, whichever shall be the later date, these architectural control covenants shall be deemed to have been complied with.

2. CONSTRUCTION LIMITATION. When all of the aforesaid plans, specifications and reports have been approved by the Landowners' Committee, construction in accordance therewith shall be promptly commenced by a licensed contractor and shall be completed within twelve (12) months thereafter, excepting as such contractor may be prevented from so doing by reason of unavailability of labor or materials required or for other good cause approved by the Landowners' Committee. No residence may be occupied until same has been completed in accordance with approved plans and specifications. If construction of a residence be commenced and same be not completed within twelve (12) months after the date of commencement of construction, except as provided above, then the owner shall pay to the Landowners' Committee the sum of \$50.00 per month for each month that the owner fails to complete said residence as agreed liquidated damages for the violation of this covenant.

3. MINIMUM FLOOR AREA AND SPECIAL REQUIREMENTS. No dwelling shall be permitted or erected on any plot with less

than 1400 square feet of primary living space, exclusive of open porches, patios, garages and other buildings; provided, however, in the erection of two story residences, the minimum applied to each floor shall be 900 square feet, and in the erection of tri-level, split 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 1200 square feet, with minimum of 1700 square feet overall finished area.

A garage or carport is required and shall be of a size at least large enough to completely cover two passenger automobiles, but shall not exceed in size that necessary to cover three such automobiles.

At least thirty per cent (30%) of the exterior of both house and garage or carport must be of brick, masonry or decorative stone.

4. SET BACKS. Buildings erected on each plot shall have a front line set back of at least 25 feet and a rear line set back of at least 25 feet, and side line set backs of at least 10 feet.

5. ESTHETIC BEAUTY PROTECTION. In harmony with the intent of all parties to protect the esthetic beauty of this Subdivision, there shall be no refuse or trash burning permitted, either in open fires or exterior incinerators; provided, however, that interior gas-fired incinerators, at the option of the home owner, shall be allowed. There shall be no permanent exterior installation of clothes lines or poles therefor. Antennas, wires, poles, aerials and other apparatus, whether used in connection with radios, television, electronic devices or otherwise, shall not be permitted on the exterior of any improvement on any plot.

6. CARE OF PLOTS. It is the responsibility of the owner of any plot to have the weeds thereon destroyed some time before June 15 and again by September 1 of each year. If the owner does not carry out this function, the Landowners' Committee, acting as agent for the owner, may do so and charge the owner the actual cost incurred in destroying said weeds. Landscaping shall be performed and completed on all improved plots within one year after completion of the improvements thereon. The completion date shall be the date of approval on final inspection by the Arapahoe County Building Inspector.

7. ENFORCEMENT AND AMENDMENT RESERVED. Enforcement of the Special Conditions, Stipulations and Restrictive Covenants herein shall rest solely with the Landowners' Committee, and the right to amend, alter, revoke or modify these Special Conditions, Stipulations and Restrictive Covenants is hereby expressly reserved and retained by the Landowners' Committee, as well as the right to approve any one or more sets of plans, specifications, reports and grading plans; provided, however, that nothing herein contained shall be construed as giving the Landowners' Committee the right to amend, revoke, or modify

the "General Conditions, Stipulations, or Restrictive Covenants" imposed in accordance with the plans of general development.

8. LANDOWNERS' COMMITTEE. The Landowners' Committee for Palos Verdes shall be composed of five (5) individual owners of plots in said Subdivision who shall serve without compensation. Each member thereof must reside in the Subdivision during the entire term of his office, failing which he shall be disqualified to serve, or serve further, as the case may be. Any vacancy created in the Committee by reason of death, resignation or disqualification or any other cause other than by expiration of term, shall be filled by a vote of the majority of the other members then qualified and acting. A member appointed to fill a vacancy shall serve until the end of the term of the member whose position he is appointed to fill.

The Landowners' Committee shall establish and preserve a system for election of members to the Landowners' Committee. Such system shall be designed to give all owners of plots in the Subdivision a reasonable opportunity to participate in the election of the Committee. The Committee shall nominate one candidate for each vacancy to be filled by election, and any owner of a plot who resides in the Subdivision may nominate one candidate for each vacancy to be filled by election. Two candidates receiving the highest number of votes cast shall be elected by election to be held on the first Monday of May, 1967, to fill the positions now occupied by JOY E. CHILDRESS and JAMES L. STULTZ. Three candidates receiving the highest number of votes cast shall be elected by election to be held on the first Monday of May, 1968, to fill the positions now occupied by ORREN L. BABCOCK, RICHARD WYNDHAM SMITH and DENE McCORMICK. Members of the Landowners' Committee elected as aforesaid shall hold office for two (2) years or until their successors are appointed or elected. Elections shall be held on the first Monday in May of every year after 1966.

Any instruments, documents or papers of any kind which are required to be delivered to the Landowners' Committee under the provisions hereof, may be delivered to any member of the Committee at his address in Palos Verdes Subdivision as the same may be shown by the then current Greater Metropolitan Denver Area telephone directory. Notice of the names and addresses of the individuals who comprise the Committee from time to time shall be recorded in the office of the County Clerk and Recorder in Arapahoe County, Colorado.

The Committee shall make such reasonable rules and regulations for administration of the affairs of the Committee as it deems necessary. Provision shall be made for periodic meetings. A Chairman and Secretary shall be appointed, and a record of all proceedings shall be maintained.

Anything to the contrary herein notwithstanding, and at any time, the owners of the majority of the plots in Palos Verdes Subdivision may call an election for the purpose of selecting a "Landowners' Committee" composed of five individual owners in said Subdivision who, when so elected, shall have exclusive power and authority to act as a Landowners'

Committee for Palos Verdes. Notice of such election and of the Landowners' Committee so elected shall be recorded in the office of the County Clerk and Recorder in Arapahoe County, Colorado.

9. BINDING EFFECT UNTIL AMENDED BY LANDOWNERS' COMMITTEE. These "Special Conditions, Stipulations and Restrictive Covenants" shall bind all grantees, their heirs, representatives, or assigns, and all persons claiming under them until January 1, 1969, at which time said "Special Conditions, Stipulations and Restrictive Covenants" shall be automatically extended for successive periods of ten (10) years, unless changed by the Landowners' Committee.

10. PROSECUTION OF VIOLATORS. The Landowners' Committee may lawfully prosecute any proceedings in law or in equity against such person or persons who violate any of these "Special Conditions, Stipulations and Restrictive Covenants" in any particular, and may restrain such violation by perpetual injunction and may recover such damages as may ensue because of such violation, including costs of suit and attorney fees.

11. PARTIAL INVALIDATION SHALL NOT AFFECT. Invalidation of any one or any part of any one of these "Special Conditions, Stipulations and Restrictive Covenants" by judgment of court or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

12. EXCEPTIONS. Notwithstanding anything contained herein to the contrary, there shall be excepted from the operation of both the above "General Conditions, Stipulations and Restrictive Covenants" and the "Special Conditions, Stipulations and Restrictive Covenants," any structure, improvement, or facility necessary for the operation of a water entity or sewer entity as well as any playground, swimming pool, bath house, or other community type recreational facility.

Notwithstanding anything contained herein to the contrary, it is further understood that the owner or owners of any plot in said Subdivision may construct a private swimming pool, provided that circulating water be used therein, and provided further that the prior consent of the aforesaid Landowners' Committee for the construction of such private swimming pool be first had and obtained.

DATED this 6th day of April, 1966.

LANDOWNERS' COMMITTEE OF PALOS VERDES,  
A SUBDIVISION OF ARAPAHOE COUNTY, COLORADO

By: Orren L. Babcock  
Orren L. Babcock

Joy E. Childress  
Joy E. Childress

Richard Wyndham Smith  
Richard Wyndham Smith

Dene McCormick  
Dene McCormick

James L. Stultz  
James L. Stultz

STATE OF COLORADO     )  
                                  ) ss:  
County of                    )

The foregoing instrument was acknowledged before me this  
6<sup>th</sup> day of April, 1966, by Orren L. Babcock,  
Joy E. Childress, Richard Wyndham Smith, Dene McCormick and James  
L. Stultz, as members of the Landowners' Committee of Palos Verdes,  
a Subdivision of Arapahoe County, Colorado.

Witness my hand and official seal.



commission expires:

My Commission expires Jan. 18, 1969

Frank E. Bismuth  
Notary Public