

**PROTECTIVE COVENANTS
FOR
THRAEMOOR SUBDIVISION**

CLAUSE I

DEFINITION OF TERMS

“Residential Building Site” as well as “Building Site” shall mean any lot or two or more contiguous lots or portions thereof, or a parcel of land upon which a detached single-family dwelling may be erected in conformance with the requirements of these covenants.

“Detached Single-family Dwelling” or “Single Family Dwelling” shall mean a building and appurtenant structure thereto as defined in Clause II, Section A hereof, erected and maintained in conformance with the requirements of these covenants for private residential purposes and designed for occupancy by a single family. It shall not mean any flat, apartment, multi-family dwelling or duplex even though intended for residential purposes.

“Outbuilding” shall mean an enclosed, covered structure not directly attached to a single-family dwelling to which it is appurtenant.

“Grantor” shall mean The Arapahoe Building Company, their successors and assigns.

“Improvements” shall mean and include a detached single-family dwelling as herein defined, outbuildings, fences, masonry walls, hedges, mass plantings, exterior antenna and other usual appurtenances now common to dwelling usage or common thereto during the existence of these covenants.

“Front and Side Street Building Set-back line or lines” shall mean the minimum distance which a detached single-family dwelling shall be set back from the front and/or side street lines respectively, and reference is hereby made to the recorded plat of the Thraemoor Subdivision, Jefferson County, Colorado, for the location of such set-back lines.

“Side Building Site Line” shall mean the boundary or property line dividing two adjoining building sites.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements with respect to the various portions thereof set forth in the various clauses and sections of this declaration is located in Jefferson County, State of Colorado, and is more particularly described as follows, to-wit:

Thraemoor Subdivision
County of Jefferson
State of Colorado

No property other than that described above shall be deemed subject to this declaration.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building site; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property.

- A. No structure shall be erected, altered, placed or permitted to remain on any building site subject to this declaration other than one new detached single-family dwelling, for private use, a private garage, cooling tower or towers, evaporative cooler or collers (coolers), guest house, servants quarters and other outbuildings incidental to residential use of the premises: provided, however, that Grantor may, in his sole discretion and at his own expense, construct or install decorative entrance treatments, of Grantor's own choice, type and design, on any or all corner lots of building sites located on Sheridan Boulevard and Lakeridge Road, said entrance treatments to be located outside of the building setback lanes and confined to the corner of the lot or building site which is common to the applicable street above named.
- B. For the purposes of these covenants building sites, or part or parts thereof, included in the description by lot number and block designations as set forth, shall be deemed to front on the streets designated as follows:

Lots 1 to 6, both inclusive, Block 1, on Fenton Court,
Lots 1 to 4, both inclusive, Block 2, on Fenton Court,
Lots 5 to 8, both inclusive, Block 2, on Eaton Place,
Lots 1 to 13, both inclusive, Block 3, on Eaton Place,
Lots 7 to 14, both inclusive, Block 1, on Eaton Place;
Lots 1 to 8, both inclusive, Block 4, on Depew Place,
Lots 16 to 26, both inclusive, Block 3 on Depew Place,
Lots 9 to 16, both inclusive, Block 4, on Chase Lane,
Lots 1 to 15, both inclusive, Block 5, on Chase Lane,
Lots 14 and 15, both inclusive, Block 3, on Chase Lane,
Lots 15 to 16, both inclusive, Block 1, on Chase Lane,
Lots 16 to 19, both inclusive, Block 5 on S. Ames Circle,
Lots 5 to 8, both inclusive, Block 6, on N. (S.) Ames Circle,
Lots 1 to 4, both inclusive, Block 6, on Chase Lane,
Lots 2 to 10, both inclusive, Block 8, on Chase Lane,
Lots 2 to 11, both inclusive, Block 7, on Chase Lane,
Lot 1, Block 8, on Lakeridge Road,
Lots 1 and 12 to 18, both inclusive, Block 4, on Lakeridge Road,
Lots 28 to 32, both inclusive, Block 1, on Lakeridge Road,
Lot 17, Block 1, on Lakeridge Road,
Lots 24 to 27, both inclusive, Block 1, on Harrington Lane,
Lots 18 to 22, both inclusive, block 1, on Harrington Lane.

Provided, however, that with respect to corner building sites or corner lots as platted, having both front and side street set-back line of Thirty (30) feet or more, the detached single-family dwelling may be so located on the building site as to present a front appearance on both streets or may be placed diagonally on such building site.

For the purpose of these covenants the above designated streets shall be considered as front streets and all other streets contiguous to any of the real property described in Clause I hereof shall be considered side streets.

- C. In lieu of restrictions heretofore commonly used governing minimum cost or square foot area of dwellings both of which have proven most inadequate in protecting existing or future property owners because of the fluctuating value of the dollar and changing designs, customs, and trends in home building, these Covenants shall do hereby provide that no detached single-family dwelling or other improvements as herein defined shall be erected, placed or altered on any premises in said development until the dwelling or other improvements plans, specifications and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony of external design, including the height of such improvements, with existing structures in the development, and as to location of the improvements on the building site and as to location of the improvements with respect to topography grade and finished ground elevation, by Grantor; provided, however, that the Grantor, his successors or assigns, shall not be liable in damages to any one so submitting plans for approval, or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans, likewise any one so submitting plans to the Grantor for approval, by the submitting of such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or it will not bring any action or suit to cover any such damages against the Grantor. In the event Grantor fails to approve or disapprove such design, height and location with (within) thirty (30) days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with. If construction or alteration or original improvements or any subsequent additional improvements are begun in violation of the terms and conditions of this Section C or without the written approval required in Sections D and K hereof and no suits to enjoin the erection, establishment or alteration of such improvements has been commenced prior to the completion thereof, this covenant will be deemed to have been complied with.
- D. No part of any detached single-family dwelling shall be less than the requirements of Jefferson Co (County) R-1A zoning. The main body of any detached single-family dwelling, including attached garages, breezeways, attached greenhouses, ells, and porches, enclosed or unenclosed, erected or maintained on any Building Site, shall not occupy more than 80% of the width of the respective Building Site on which it is erected, measured in each case on the front street building set-back line, except with the written approval of the Grantor, but in each case such detached single-family dwelling shall still be located according to the above Jefferson County R-1A zoning, --- and within the side street building set-back line if contiguous to a side street.

All detached garages, outbuildings and greenhouses, erected on any of said building sites, if located In the rear yard, shall be placed in accordance with Jefferson County R-1A zoning regulations.

- E. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind nor so-called home occupations shall be permitted on any building site or in any detached single-family dwelling or appurtenant structure erected thereon, even though this does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become an annoyance or nuisance to the neighborhood shall be carried on upon any building site or in any detached single-family dwelling or appurtenant structures erected thereon.
- F. No basement, tent, shack, garage, barn or other outbuilding other than guest houses or servants quarters erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.
- G. No used, secondhand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land, nor shall any trailer be moved, placed or permitted to remain upon a building site subjected to these covenants.
- H. No animals or poultry of any kind, other than house pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants.
- I. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sited (sites) herein restricted without the consent in writing of the Grantor provided, however, the permission is hereby granted for the erection and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall not be more than five (5) square feet in size and may be used for the

sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

- J. No fence, masonry wall, hedge or mass plantings shall be permitted to extend beyond the minimum front and side street building set-back lines established herein nor shall any television or radio transmission or receiving antenna project higher than ten (10) feet above the highest peak of a detached single-family dwelling except upon approval in writing by the Grantor.
- K. Oil drilling, oil development operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants. Fuel oil storage tanks or gas storage tanks as a part of the heating of a detached single-family dwelling shall be permitted only if located underground.
- L. Easements for utility installations and maintenance operations affecting all lots subject to these covenants are reserved as shown on the recorded plat of the Thraemoor Subdivision hereinbefore described and referred to. In addition to the reservation of the above easements and the rights reserved in Clause II, Section A hereof, for possible installation of decorative entrance treatments, Grantor reserved unto himself Tract A, Block 9, for the use as an apartment area with covenants as specifically described in Section P. Grantor also reserves unto himself as easement of twenty (20) feet at the east side of Lots 7 and 8, Block 6, and Lots 18 and 19, Block 5, on Sheridan Boulevard across with Grantor, in his sole discretion and at his own expense and to the extent Grantor deems advisable, may install and place mass, screen, decorative or other plantings. In the event that all or any part of this easement is required by Jefferson County or the public for street widening or a service street, then in that event the Grantor will immediately and automatically release this easement. Grantor also reserves the right to lease all or any part of this easement at any time and at his discretion.
- M. Except as provided in Section N, each of the conditions, covenants, restriction and reservations set forth above shall continue and be binding upon the Grantor and upon his successors and assigns and upon each of them and all parties and all persons claiming under them for a period of thirty (30) years from May 1, 1960, and automatically shall be continued thereafter for successive periods of 25 Years each; provided, however, that the property owners, as hereinafter defined, owning 60% of the front feet of the building sites herein subjected to this declaration which are hereby restricted may release all of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions at the end of this first thirty-year period or any successive 25-year period thereafter, by executing and acknowledging an appropriate agreement or agreements or in writing for such purposes and filing the same for record in the Office of the Register of Deeds of Jefferson County, Colorado, at least one (1) year prior to the expiration of this first thirty (30) year period or of any successive 25 year period thereafter.

For the purpose and to determine who may be the property owners as that term is used herein, they shall be any person, persons, firm, corporation, or other legal entity named as grantees in any deed to property subject to these covenants and last recorded in the Office of the Register of Deeds, Jefferson County, Colorado, on any one particular date not more than two years and not less than 18 months prior to the expiration of the first 30-year period or any successive 25-year period thereafter. A recordable certificate by an abstractor, title company or otherwise then generally legally recognized authority as to property ownership doing business in Jefferson County, Colorado, as to the record of ownership of the property hereby restricted and a recordable certificate by a registered or certified surveyor or engineer authorized to practice in the State of Colorado as to the front footage owned by the record owners as shown by said abstractor or title companies or otherwise then generally legally recognized authority's certificate shall be deemed conclusive evidence of fee simple title ownership of property and front footage thereof so owned and hereby restricted with regard to compliance with the provisions of this section.

- N. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said building sites, its successors, and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seisin (sic) of, or title to said land, and Grantor or the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observances of the

restrictions herein set forth, in addition to ordinary legal action for damages, and the failure of Grantor and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter, Grantor, may, by appropriate agreement, assign or convey to any person, or persons, or corporation, all of the rights and privileges hereby reserved by it, including its beneficial interest in said restrictions and its right to enforce the same, and upon such agreement or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign those rights or any one or more of them, at any time or times, in the same way and manner as through directly reserved by then, or it, in this instrument.

Specifically, on and after May 1, 1960, or prior thereto if at least 75% of the front footage of all building sites covered by these protective covenants have been sold by Grantor (said front footage and the ownership thereof to be determined as in Section M above set forth, and as shown by the record of the Office of the Register of Deeds of Jefferson County, Colorado, said Grantor may at his sole option form or cause to be formed, under the laws of the State of Colorado a non-profit home owners corporation providing for the issuance of memberships in lieu of stock and limiting memberships thereto to one membership for owners of each building site hereby restricted. When such corporation has been organized by filing and recording the articles of incorporation, Grantor may at his sole option at any time thereafter assign all of his authority to pass on plans and specifications of dwellings and other improvements to be constructed on any building site subject to these covenants together with any or all of its other interest in said protective covenants, including its right to enforce, transfer or assign those rights or any one or all of them at any time and upon such assignment being made by Grantor to such new corporation, such new corporation may at its sole option and at any time thereafter exercise, transfer, or assign such rights or any one or more of them.

- O. Garbage disposal, incinerators and trash removal: All homes must be equipped with a garbage disposal unit, having a reverse switch with double cutting blades. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All homes must be equipped with a safe, enclosed incinerator and these must be maintained in a clean and sanitary condition. All such waste not destroyed in a garbage disposal or incinerator shall be kept in sanitary containers recessed into the ground with fly-proof covers, adjoining driveway or sidewalk at kitchen entrance or service entrance adjoining dedicated street.
- P. Tract A, Block 9, is specifically for the construction of apartments and is zoned R-3 in Jefferson County, Colorado. The development of Tract "A" will meet all the requirements of Jefferson County zoning regulations, referring to R-3 zoning, and in addition thereto and as a further restriction upon the use of the aforesaid apartment area will include the following, to-wit:
- No structure will be erected or maintained on the aforescribed property of more than one (1) story, provided, however, that on said portions of said land where to topography slopes abruptly within the confines of the living unit, that that portion of the structure available to a garden level floor may be erected and maintained hereon (thereon).
- The covenants on the aforesaid apartment area will be in keeping with and along the same lines as those covering the single-family residential area.
- Q. Invalidation of any of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.