

RECORDED

APRIL 22, 1965

CITY & COUNTY OF DENVER

DECLARATION OF PROTECTIVE COVENANTS

FOR

WELLSHIRE EAST

(City & County of Denver, State of Colorado)

KNOWN ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Dartmouth Development Corporation, A Colorado corporation, hereinafter termed "Declarant" is the owner of the following described real property situated in the City and County of Denver, State of Colorado, to-wit:

All of Wellshire East

Whereas, Declarant is desirous of maintaining said Wellshire East as a residential district of the highest standard:

NOW THEREFORE, in consideration of the premises, the undersigned, for itself, its heirs, legal representatives, successors and assigns, and for itself and its grantees, does hereby impose upon said Wellshire East the following conditions and protective covenants:

RESERVATIONS

Easements and rights-of-way are hereby reserved, as designated of record or shown on the plat of said subdivision, on, over and under the designated portions of the lots in said subdivision for poles, wires, pipes, lighting, electricity, gas, telephone, sewer, drainage water or any public or quasi-public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and/or repair. No building or permanent structure except for fences, walls and hedges may be erected within said easements.

GENERAL CONDITIONS, STIPULATIONS AND RESTRICTIVE COVENANTS

1. As used in these protective covenants, the term "building Site", hereinafter referred to as "Site", shall mean: (a) Any lot shown on the recorded plat of Wellshire East; or (b) Any part or combination of parts of any lot or lots as shown on the recorded plat of Wellshire East which together shall have a minimum width at the minimum building set back of sixty feet and shall have a minimum area of seven thousand five hundred square feet.

2. No building except a single-family residential dwelling and a private garage or servant's quarters, for use in connection with such dwelling, shall be erected, maintained, or permitted on any Site or portion thereof. No dwelling shall be used except as a single-family dwelling and no garage shall be

used for dwelling purposes, or permitted to remain on any parcel of land no constituting a Site as hereinbefore defined.

3. No prefabricated building or structure of any nature whatsoever, permanent or temporary, shall be moved or placed upon or assembled or otherwise maintained on any Site; provided however, that a temporary office, trailer office, tool shed, lumber shed, and sales office may be maintained upon any Site or Sites by any building contractor for the purpose of erecting and selling dwellings on any Site or Sites, but such temporary structures shall be removed at completion of construction or selling of dwellings, whichever is later.

4. No building shall be erected, placed or altered on any Site 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 exterior design with existing structures, and as to the location with respect to topography and finished grade elevation.

5. No fence or wall of a height greater than two feet shall be erected, placed, or altered on any Site nearer to any street than the minimum building front set back line; nor shall any fence of a height greater than six feet be erected, placed or altered on any side Site line extending from the building set back line to the rear of said Site or across the rear Site line.

6. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway, shall be placed or permitted to remain on any corner Site within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7. No sign of any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property on which it is displayed for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. No site or part of and Site shall be used for any purpose other than for residential purposes and accessory uses normally incident to the use thereof for residences.

8. No boats, trailers, trucks or commercial vehicles shall be parked or maintained on any Site or on any street except that a boat, trailer, truck or commercial vehicle may be parked or maintained on a Site provided that the same is parked or maintained within a closed garage and not in open view from a Site or other Sites and provided further that this restriction shall not be interpreted so as to restrict trucks or commercial vehicles making deliveries in the regular course of trade to the residents in this addition.

9. Without limiting the generality of the provisions of the preceding paragraph it is particularly stipulated that no oil or gas drilling, or gas development operations, or refining, quarrying or mining operations of any kind shall be permitted upon or in any site, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Site. No Site or any part thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

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

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

12. These General Conditions, Stipulations and Restrictive Covenants shall run with the land, shall be binding on all parties and persons claiming under them and shall continue in force until August 1, 1990, and shall thereafter be automatically extended for successive periods of ten years each unless the owners of a majority of the Sites affected hereby shall amend, revoke or modify the same by written instrument, duly acknowledged and recorded. Deeds of conveyance of all or any of said Sites may contain these Protective Covenants by reference to this document, but whether or not such reference is made in any of such deeds, each and all of such Protective Covenants shall be valid and binding upon the respective grantees.

13. If any persons shall violate or attempt to violate or propose to violate any of these General Conditions, Stipulations or Restrictive Covenants, any other owner or real property in said subdivision or the Architectural Control Committee (or member thereof), or their successors, may lawfully prosecute any proceedings at law or in equity against such person or persons, either to prevent him or them from so doing, or to restrain any violation by perpetual injunction and to recover such sums due for damages as may ensue by virtue of such violation.

14. Invalidation of any one or more of these General Condition, Stipulations or Restrictive Covenants by judgment or court order shall in no way affect any of the other General Conditions, Stipulations or Restrictive Covenants which shall remain in full force and effect.

SPECIAL CONDITIONS, STIPULATIONS AND RESTRICTIVE COVENANTS

1. No building, fence wall or other structure shall be constructed, erected or maintained, nor shall any addition thereto or change or alterations 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 structures and landscaping and grading plans therefore and other information as may be requested, have been submitted to and approved in writing by the Architectural Control Committee provided for below, and a copy of such approval lodged permanently with said Declarant, its successors or assigns. Said Architectural Control Committee 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, fence, wall or other structure and of the materials of which it or they are 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, fence, wall or other structure, as planned, on the outlook from the adjacent neighboring property.

2. An Architectural Control Committee is hereby established and is composed of William R. Fawcett, Kenneth V. Dixon, Jr., and George Writer, Jr., c/o Nine Equitable Building, Denver, Colorado. A majority of the said committee may designate a representative to act for it. In the event of death or resignation or inability to act of any member of the said committee, the remaining members shall have

the full authority to designate a successor. Neither the members of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The said committee's approval or disapproval as required in these covenants shall be in writing. In the event the said committee, or its designated representative, fails to approve or disapprove within fifteen (15) 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. At any time that all plans and specifications have been approved, as herein provided, then the construction of same shall be carried out forthwith by a duly licensed contractor and completion effected within twelve (12) months from the 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.

4. No one-story dwelling shall be permitted or erected upon any Site unless such dwelling contains at least one thousand one hundred square feet of enclosed first floor living area floor space. No one and one-half or two story dwelling shall be permitted or erected upon any Site unless such dwelling contains at least nine hundred square feet of enclosed first floor living area floor space and a total of one thousand eight hundred square feet of enclosed living area floor space, excluding basement area. Any other multi-level dwelling shall contain a total of at least one thousand eight hundred square feet of enclosed living area floor space. The term "Living Area Floor Space" is exclusive of floor space in porches, pergolas, garages, carports and servants' quarters. All buildings shall be constructed of brick veneer and other substantial masonry veneer construction, or combination brick veneer and insulated frame construction. No more than one dwelling shall be built on any one Site; it is the purpose of these covenants to provide assurance that all dwellings shall be of a quality and workmanship and materials substantially the same or better than that which may be produced on the date these covenants are recorded at the minimum requirements stated herein.

5. No buildings shall be located on any Site nearer than twenty five feet to the front Site line, or nearer than twelve and one-half feet to any side street line. No building shall be located nearer than five feet to an interior Site side line, provided that not more than eighteen inches side yard shall be required for a garage or other permitted accessory building located on the rear one-half of and Site. For the purpose of this covenant, eaves, steps, and open porches, shall not be constructed to permit any portion of a building on any Site to encroach upon another Site.

6. Enforcement of these Special Conditions, Stipulations and Restrictive Covenants shall rest solely with Declarant, or the Architectural Control Committee, its successors or assigns, and the right to amend, alter, revoke or modify these special conditions, stipulations and restrictive covenants is hereby expressly reserved and retained by said Declarant, its successors or assigns; provided however, that nothing herein contained shall be construed as giving to said Declarant, its successors or assigns, the right to amend, alter, revoke or modify the General Conditions, Stipulations or Restrictive Covenants herein contained.

7. These Special Conditions, Stipulations and Restrictive Covenants shall bind all grantees, their heirs, representatives or assigns and all persons claiming under them until August 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years, unless at any time after non hundred percent of the Sites in this subdivision are sold by Declarant, its successors or assigns, then the owners of Fifty-one percent of the lost shall be entitled to elect a landowner's committee, who

by majority vote may amend, revoke or modify these special conditions, stipulations and restrictive covenants.

8. Invalidation of any one or more of these Special, Conditions, Stipulations or Restrictive Covenants by judgment or court order shall in no way affect any other Special Conditions, Stipulations or Restrictive Covenants which shall remain in full force and effect.