

APPENDIX D
Declaration of Protective Covenants
PINEHURST ESTATES

PINEHURST ESTATES
FOR BLOCKS 1 TO 6
CITY AND COUNTY OF DENVER
STATE OF COLORADO

KNOW ALL MEN BY THESE PRESENT: THAT WHEREAS, the undersigned, PINEHURST ESTATES DEVELOPMENTCOMPANY, a Colorado Corporation (hereinafter referred to as the "Company") is the owner of Blocks 1 to 6, Pinehurst Estates, City and County of Denver, Colorado hereinafter sometimes referred to as the "Subdivision"); and

WHEREAS, the Company is desirous of maintaining said Subdivision as a residential district of the highest standard;

NOW, THEREFORE, in consideration of the premises, the Company for itself, its successors and assigns, and for itself and its Grantees, does hereby impose upon said Blocks 1 to 6 (but expressly excluding here from Tracts "A", "B", and "C", shown on the recorded Plat of Pinehurst Estates) the following reservations, conditions, stipulations and protective covenants:

DEFINITION

As used in these protective covenants the term "Site" shall mean:

1. Any lot shown on the recorded Plat of Pinehurst Estates; or
2. Any part of any lot or combination of parts of any lots as shown on the recorded Plat of Pinehurst Estates, which together shall have a minimum area of at least 10,000 square feet.

As used in these protective covenants the term "domestic household pet" shall mean: an animal kept in or adjoining the home for companionship purposes.

RESERVATIONS

Easements and rights of way as shown on the Plat of said Subdivision are hereby reserved for poles, wires, pipes, wells and conduits for heating, lighting, electricity, gas, telephone, sewer, drainage, water or any other utility service purpose, together with the right of ingress and egress for the purpose of further construction, maintenance and repair.

GENERAL CONDITIONS, STIPULATIONS AND PROTECTIVE COVENANTS

The following general conditions, stipulations and protective covenants are hereby imposed upon all Sites in said Subdivision:

1. All Sites in said Subdivision shall be for residential purposes only, and no building shall be erected or placed on any Site other than a single family dwelling.

APPENDIX D
Declaration of Protective Covenants
PINEHURST ESTATES

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

3. Except as permitted by City and County of Denver ordinance(s) and subject to the restrictions therein, as enforced by the City and County of Denver, no cows, pigs, horses, chickens, poultry, rabbits or other livestock shall be raised, grown, bred, maintained or cared for upon any Site, provided, however, that nothing herein contained shall prevent any owner of any Site from maintaining, keeping and caring for domestic household pets not for commercial purposes.

4. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 1987, at which time said covenants shall automatically be extended for successive periods of ten years, unless an instrument is recorded signed by the then owners of a majority of the Sites in said Subdivision, agreeing to change said Covenants in whole or in part.

5. 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 proceeding in law or in 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.

6. 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 protective covenants which shall remain in full force and effect.

SPECIAL CONDITIONS, STIPULATIONS AND PROTECTIVE COVENANTS

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

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, as necessary, to illustrate showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, locations, and the grading and landscaping plan of the Site to be built upon, shall have been submitted to and approved in writing by the Company or its duly authorized representative and copies thereof as finally approved lodged permanently with the Company or its duly authorized representative. The Company or its duly authorized representative shall have the right to refuse to approve any plans or specifications or grading or landscaping plans which are not suitable or desirable in the opinion of the Company or its duly authorized representative and, in passing upon such plans, specifications, grading and landscaping plans, the Company or its duly authorized representative shall have the right to take 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.

In the case of major remodels (involving a change in the footprint of the residence) or rebuilding after a fire or other calamity, no plans shall be approved nor shall any construction be commenced on any dwelling until soil tests have been made by a reputable, qualified Soil Engineer on the Site on which the residence is to be erected and the proper footings and foundation to be used are designated by a licensed professional Engineer and said design made a part of the plans and specifications for the dwelling.

APPENDIX D
Declaration of Protective Covenants
PINEHURST ESTATES

2. The exterior walls of any single story dwelling, exclusive of doors and windows, shall consist of at least 60% masonry construction. The exterior walls of the ground floor of any two story, story and one-half or split level dwelling, exclusive of doors and windows, shall consist of at least 75% masonry construction.

~~3. All down spouts from gutters must have an extension or a splash block at the bottom carried out from the wall of the dwelling at least five (5) feet; said extensions or splash blocks are to be installed simultaneously with the down spouts.~~

~~4. At any time that plans and specifications, grading and landscaping plans and location have been approved, then the construction of the same shall be carried out forthwith by a licensed contractor and completion effected within twelve months from the date construction is commenced, provided, however, that the time limit on completion of construction may be extended by the Company or its duly authorized representative if unusual circumstances or delay beyond the control of the Grantee occur.~~

5. No dwelling shall be permitted or erected on any Site with ground floor area, exclusive of open porches, patios, terraces, carport and garage, of less than 1300 square feet for single story dwellings, 1300 square feet for split level dwellings, or 800 square feet for two story or story and one-half dwellings. Two story or story and one-half dwellings shall contain a minimum area of 500 square feet on the second or upper floor.

No dwelling other than a single story dwelling shall be permitted or erected on any of the following lots shown on the recorded Plat of Pinehurst Estates: Lots 1 to 10 in Block 2; Lots 12 to 18 in Block 4; Lots 1 to 5 in Block 6; Lots 1 to 9 in Block 7; and Lots 1 to 5 in Block 10.

A garage shall be required and shall be of a size at least large enough to enclose two passenger automobiles or be large enough to enclose one passenger automobile and have an attached carport. Any garage or carport shall be attached to and be a part of the single family dwelling erected or placed on any Site or be connected to such dwelling by means of a covered breezeway.

Buildings erected on such Site shall have a front setback of not less than 25 feet nor more than 35 feet, a rear setback of at least 20 feet and sideline setbacks of at least 7-1/2 feet except for corner Sites which shall have a minimum setback of at least 15 feet from the side street line. A "corner site" is one the front side of which and one entire sideline of which abut on two intersecting streets. All setback distances are to be measured from property lines. No fence shall be erected within the front setback established with respect to any Site. When two or more adjoining Sites in common ownership shall be combined into a single Site for one dwelling, these setbacks shall apply only to the perimeter of the combined Site and not to the property line which formerly divided the combined Site into separate Sites. If any dispute arises as to what constitutes a front, rear or side line, the decision of the Company or its duly authorized representative shall be final.

6. Enforcement of these "Special Conditions, Stipulations and Protective Covenants" shall rest solely with the Company or its duly authorized representative, and right to amend, alter, revoke or modify these Special Conditions, Stipulations and Protective Covenants is hereby expressly reserved and retained by the Company or its duly authorized representative as well as the right to approve any one or more sets of plans, specifications, grading and landscaping plans; provided, however, that nothing herein contained shall be construed as giving to the Company or its duly authorized representative the right to amend, alter, revoke or modify the "General Conditions, Stipulations and Protective Covenants" imposed above.

APPENDIX D
Declaration of Protective Covenants
PINEHURST ESTATES

7. These "Special Conditions, Stipulations and Protective Covenants" shall bind all Grantees, their heirs, legal representatives, successors or assigns, and all persons claiming under them until **December 31, 2029**, at which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument is recorded signed by the then owners of a majority of the Sites in said Subdivision, agreeing to change said covenants in whole or in part.

8. The Company or its duly authorized representative may lawfully prosecute any proceeding in law or in equity against such person or persons who violate these "Special Conditions, Stipulations and Protective 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.

9. Invalidation of any one or any part of any one of these "Special Conditions, Stipulations and Protective Covenants" by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.