

DECLARATION AND AGREEMENT
ESTABLISHING PROTECTIVE COVENANTS
IN "SOUTHMOOR PARK"

KNOW ALL MEN BY THESE PRESENTS, THAT,
WHEREAS, THE UNDERSIGNED HILLCREST INVESTMENT CO., A COLORADO CORPORATION, IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN A PART OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 67 WEST, OF THE 6TH P. M., STATE OF COLORADO,
THE LOTS AND BLOCKS DESCRIBED IN THE PLAT OF SOUTHMOOR PARK, TO WIT:

LOTS 1 TO 21, BOTH INCLUSIVE, BLOCK 5
LOTS 1 TO 8, BOTH INCLUSIVE, BLOCK 6
LOTS 1 TO 23, BOTH INCLUSIVE, BLOCK 7
LOTS 1 TO 21, BOTH INCLUSIVE, BLOCK 8
LOTS 1 TO 40, BOTH INCLUSIVE, BLOCK 9
LOTS 1 TO 18, BOTH INCLUSIVE, BLOCK 10
LOTS 1 TO 16, BOTH INCLUSIVE, BLOCK 11.
LOTS 1 TO 13, BOTH INCLUSIVE, BLOCK 12

AND,
WHEREAS, THE SAID HILLCREST INVESTMENT CO. DESIRES TO PLACE CERTAIN PROTECTIVE COVENANTS ON SAID ABOVE DESCRIBED PORTION OF SOUTHMOOR PARK FOR THE USE AND BENEFIT OF ITSELF AND ITS GRANTEES IN ORDER TO ESTABLISH AND MAINTAIN SAID ABOVE DESCRIBED PORTION OF SOUTHMOOR PARK AS A CAREFULLY PROTECTED RESIDENTIAL COMMUNITY;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, THE SAID HILLCREST INVESTMENT CO. FOR ITSELF AND FOR ITS GRANTEES DOES HEREBY PUBLISH, ACKNOWLEDGE AND DECLARE AND AGREE WITH, TO AND FOR THE BENEFIT OF ALL PERSONS WHO MAY HEREAFTER PURCHASE AND FROM TIME TO TIME HOLD AND OWN ANY OF THE SAID ABOVE DESCRIBED LOTS IN SOUTHMOOR PARK THAT IT OWNS AND HOLDS SAID ABOVE DESCRIBED LOTS SUBJECT TO THE FOLLOWING RESERVATIONS, COVENANTS, EASEMENTS AND CONDITIONS, ALL OF WHICH SHALL BE DEEMED TO RUN WITH THE LAND AND TO INURE TO THE BENEFIT OF AND BE BINDING UPON THE OWNERS AT ANY TIME OF ANY OF THE SAID LOTS, THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS TO WIT:

1. DEFINITIONS

"COMPANY" WHEN USED HEREIN SHALL MEAN HILLCREST INVESTMENT CO.

LOT AND BLOCK NUMBERS USED HEREIN SHALL BE UNDERSTOOD TO REFER TO THE LOTS AND BLOCKS BEARING THE NUMBERS GIVEN AS LAID OUT AND DESCRIBED ON THE RECORDED PLAT OF SOUTHMOOR PARK HEREBY REFERRED TO.

A "CORNER LOT" IS ONE THE FRONT LINE OF WHICH AND ONE ENTIRE SIDE LINE OF WHICH ABUT ON TWO INTERSECTING STREETS.

THE STREET OR STREETS UPON WHICH A LOT FRONTS SHALL BE DEEMED TO BE THE FRONT STREET EXCEPT AS HEREINAFTER PROVIDED IN SECTION 5. ANY OTHER STREET OR STREETS CONTIGUOUS TO SUCH A LOT SHALL BE DEEMED TO BE A SIDE STREET.

THE WORD "PLOT" AS USED HEREIN IS INTENDED TO MEAN A SINGLE PIECE OR PARCEL OF LAND CONSISTING OF ONE LOT, OR MORE OR LESS THAN ONE LOT USED OR TO BE USED AS A BUILDING SITE.

AN "OUTBUILDING" AS THE WORD IS USED HEREIN IS INTENDED TO MEAN AN ENCLOSED COVERED STRUCTURE NOT DIRECTLY ATTACHED TO THE RESIDENCE WHICH IT SERVES.

A "RESIDENCE" AS THE WORD IS USED HEREIN IS INTENDED TO INCLUDE ANY ATTACHED GARAGE.

THE WORD "STREET" AS USED IN THESE PROTECTIVE COVENANTS SHALL INCLUDE ANY STREET, AVENUE, WAY, COURT, DRIVE, OR PLACE AS SHOWN ON THE RECORDED PLAT.

2. USE OF LAND

NONE OF SAID LOTS MAY BE IMPROVED, USED OR OCCUPIED FOR OTHER THAN PRIVATE RESIDENTIAL PURPOSES, AND NO BUILDING OF ANY KIND WHATSOEVER SHALL BE ERRECTED OR MAINTAINED THEREON EXCEPT PRIVATE DWELLING HOUSES AND SUCH OUTBUILDINGS AS ARE CUSTOMARILY APPURTENANT TO SUCH RESIDENCES. EACH RESIDENCE IS TO BE DETACHED AND IS TO BE DESIGNED FOR OCCUPANCY BY A SINGLE FAMILY ONLY.

THE ROOF OF THE MAIN PORTION OF EACH RESIDENCE SHALL HAVE A PITCH OF NOT LESS THAN THREE AND ONE-HALF (3-1/2) FEET TO EACH TWELVE (12) FEET. THE COVERING OF EACH SUCH ROOF SHALL BE EITHER CEDAR SHINGLES, WOOD SHAKE SHINGLES, ASBESTOS SHINGLES, CLAY OR CEMENT TILE SHINGLES, OR OTHER MATERIAL SATISFACTORY TO THE COMPANY.

NO OUTBUILDING ON ANY PLOT SHALL BE USED AS A RESIDENCE OR LIVING QUARTERS. ALL GARAGES SHALL BE A PART OF OR ATTACHED TO THE RESIDENCE AND HAVE A WIDTH ON THE ENTRANCE SIDE OF NOT LESS THAN EIGHTEEN (18) FEET. NOT MORE THAN ONE RESIDENCE SHALL BE ERRECTED ON ANY ONE OF SAID LOTS AS SHOWN ON THE RECORDED PLAT, PROVIDED, HOWEVER, THAT IN THE EVENT OF A CONVEYANCE OF A LOT OR LOTS AND A PART OR PARTS OF ANOTHER LOT OR LOTS, OR A PART OF ONE LOT AND A PART OF ANOTHER LOT, MORE THAN ONE RESIDENCE MAY BE ERRECTED UPON SAID PLOT SO CONVEYED IF EACH PORTION OF THE PLOT ON WHICH A RESIDENCE IS ERRECTED HAS A MINIMUM AREA OF 9,500 SQUARE FEET.

3. APPROVAL OF PLANS

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, COLOR SCHEME, PLOT PLAN, GRADING PLAN AND FINISHED GRADE ELEVATIONS THEREFORE, TYPE OF FOUNDATION TO BE USED, AND OTHER INFORMATION SATISFACTORY TO THE COMPANY OR ITS DULY AUTHORIZED REPRESENTATIVE SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING BY THE COMPANY OR ITS DULY AUTHORIZED REPRESENTATIVE AND COPIES THEREOF AS FINALLY APPROVED LODGED WITH THE COMPANY OR ITS DULY AUTHORIZED REPRESENTATIVE. IN SO PASSING UPON SUCH PLANS, SPECIFICATIONS AND OTHER REQUIREMENTS, THE COMPANY OR ITS DULY AUTHORIZED REPRESENTATIVE MAY TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED BUILDING OR OTHER STRUCTURE AND THE MATERIALS OF WHICH IT IS TO BE BUILT TO THE SITE UPON WHICH IT IS PROPOSED TO ERECT SAME, THE HARMONY THEREOF WITH THE SURROUNDINGS AND THE EFFECT OF THE BUILDING OR OTHER STRUCTURE AS PLANNED ON THE OUTLOOK FROM ADJACENT OR NEIGHBORING PROPERTY.

NO PLANS SHALL BE APPROVED NOR SHALL ANY CONSTRUCTION BE COMMENCED ON ANY RESIDENCE UNTIL SOIL TESTS HAVE BEEN MADE BY A REPUTABLE QUALIFIED SOIL ENGINEER OR COMPANY ON THE PLOT ON WHICH THE RESIDENCE IS TO BE ERECTED AND THE PROPER FOOTINGS AND FOUNDATION TO BE USED ARE DESIGNED BY A PROFESSIONAL LICENSED ENGINEER AND SAID DESIGN FILED WITH THE COMPANY OR ITS AUTHORIZED REPRESENTATIVE.

ALL DOWN SPOUTS FROM GUTTERS MUST HAVE AN EXTENSION OR A SPLASH BLOCK AT THE BOTTOM CARRIED OUT FROM THE WALL OF THE RESIDENCE AT LEAST FIVE (5) FEET, SAID EXTENSIONS OR SPLASH BLOCKS ARE TO BE INSTALLED SIMULTANEOUSLY WITH THE DOWNSPOUTS.

4. MATERIAL AND HEIGHT OF OUTBUILDINGS

THE PRINCIPAL EXTERIOR MATERIAL OF ANY RESIDENCE SHALL BE MATERIALS SATISFACTORY TO THE COMPANY OR ITS DULY AUTHORIZED REPRESENTATIVE.

NO OUTBUILDING SHALL EXCEED THE RESIDENCE TO WHICH IT IS APPURTENANT IN HEIGHT OR NUMBER OF STORIES. EVERY OUTBUILDING SHALL CORRESPOND IN STYLE AND ARCHITECTURE TO THE RESIDENCE TO WHICH IT IS APPURTENANT AND SHALL BE OF MATERIALS SATISFACTORY TO THE COMPANY OR ITS DULY AUTHORIZED REPRESENTATIVE.

5. FRONTAGE OF LOTS

FOR THE PURPOSE OF THESE COVENANTS, ALL LOTS SHALL BE DEEMED TO FRONT ON THE STREET OR STREETS ON WHICH THE LOT OR LOTS ABUT, PROVIDED, HOWEVER, WHEN A RESIDENCE IS ERECTED ON A CORNER LOT OR PLOT THE STREET ON WHICH THE RESIDENCE FRONTS SHALL BE DEEMED TO BE THE FRONT STREET. EVERY RESIDENCE ERECTED ON ANY LOT OR LOTS, PLOT OR PLOTS, SHALL HAVE AN APPROVED, ACCEPTABLE AND PRESENTABLE EXTERIOR ON THE STREET OR STREETS AND/OR ALL OF THE STREET OR STREETS ON WHICH SAID LOT OR LOTS, PLOT OR PLOTS ABUT.

6. SETBACK OF RESIDENCE FROM STREET LINE

NO RESIDENCE OR ANY PART THEREOF SHALL BE ERECTED OR MAINTAINED ON ANY LOT OR LOTS, PLOT OR PLOTS NEARER THAN TWENTY (20) FEET FROM THE FRONT PLOT LINE OR NEARER THAN TEN (10) FEET FROM ANY SIDE STREET PLOT LINE. NO RESIDENCE OR ANY PART THEREOF MAY BE ERECTED NEARER THAN EIGHT (8) FEET FROM THE INTERIOR SIDE LINE OR LINES OF ANY PLOT, EXCEPT THAT CORNICES, SPOUTINGS, CHIMNEYS AND PURELY ORNAMENTAL PROJECTION MAY EXTEND FOUR (4) FEET NEARER SAID SIDE PLOT LINES.

HOWEVER, UNCOVERED BUT NOT COVERED OR ENCLOSED PORCHES, BALCONIES AND TERRACES MAY EXTEND BEYOND THE BUILDING LIMIT LINE TOWARD THE STREET OR STREETS ON WHICH SUCH PLOT FRONTS NOT MORE THAN FIVE (5) FEET. BAY OR OTHER WINDOWS, VESTIBULES, AND STAIRWAY LANDINGS, CORNICES, CHIMNEYS OR OTHER SIMILAR PROJECTIONS MAY EXTEND NOT MORE THAN FOUR (4) FEET BEYOND THE FRONT AND SIDE BUILDING LIMIT LINES. STEPS LEADING TO RESIDENCES MAY EXTEND BEYOND SUCH BUILDING LIMIT LINE, PROVIDED SUCH STEPS ARE NOT HIGHER THAN THE LEVEL OF THE FIRST FLOOR OF THE RESIDENCE.

7. MINIMUM AREA FOR RESIDENCE

ANY RESIDENCE ERECTED WHOLLY OR PARTIALLY ON ANY OF THE LOTS OR PART OR PARTS THEREOF HEREIN DESCRIBED SHALL HAVE A GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF GARAGES, PORCHES AND TERRACES, OF AT LEAST 1,200 SQUARE FEET IN THE CASE OF ONE-STORY STRUCTURES AND AT LEAST 650 SQUARE FEET IN THE CASE OF STRUCTURES OF MORE THAN ONE STORY.

8. EASEMENTS RESERVED

EASEMENTS AND RIGHTS OF WAY ARE HEREBY RESERVED ON, OVER, AND UNDER THE REAR FIVE (5) FEET AND THE FIVE (5) FEET ADJACENT TO THE SIDELINES OF EACH OF THE PLOTS IN SAID SOUTH-CORNER PARK FOR CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, AND RECONSTRUCTION OF POLES, WIRES, PIPES AND CONDUITS FOR LIGHTING, HEATING, ELECTRICITY, GAS, TELEPHONE, AND ANY OTHER PUBLIC OR QUASI-PUBLIC UTILITY SERVICE PURPOSES AND FOR SEWERS AND PIPES OF VARIOUS KINDS. NO BUILDING OR OTHER PERMANENT STRUCTURE SHALL BE ERECTED OR MAINTAINED ON ANY PART OF ANY AREA HEREIN RESERVED AS AN EASEMENT AND/OR RIGHT OF WAY, BUT THE OWNERS OF LOTS MAY ERECT AND MAINTAIN A FENCE, WALL, OR HEDGE ALONG THE PROPERTY LINE WITHIN THE AREAS HEREIN RESERVED AS "EASEMENTS" AND/OR RIGHTS OF WAY, SUBJECT TO THE PROVISIONS OF ARTICLE 9 HEREOF AND SUBJECT AT ALL TIMES TO THE PRIOR RIGHT TO USE SUCH AREAS FOR UTILITY AND QUASI-UTILITY PURPOSES.

9. SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES

THE CONSTRUCTION OR MAINTENANCE OF BILLBOARDS, FOR SALE SIGNS LARGER THAN SIX (6) SQUARE FEET, POSTER-BOARDS OR ADVERTISING STRUCTURES OF ANY KIND, EXCEPT THOSE BELONGING TO THE HILLCREST INVESTMENT CO. OR ITS DULY AUTHORIZED AGENT ON ANY PART OF ANY LOT IS PROHIBITED. NO FENCE, WALL OR HEDGE NOR ANY PERGOLA OR OTHER DETACHED STRUCTURE FOR ORNAMENTAL PURPOSES SHALL BE ERECTED OR MAINTAINED ON ANY PART OF ANY LOT IN FRONT OF THE FRONT BUILDING LIMIT LINE AND ON CORNER LOTS IN FRONT OF EITHER THE FRONT BUILDING LIMIT LINE OR SIDE STREET BUILDING LIMIT LINE AS PROVIDED HEREIN. NO TREES, SHRUBS, HEDGES, OR BUSHES, OR PLANTING OF ANY KIND EXCEPT GRASS SHALL BE PLANTED OR MAINTAINED IN ANY OF THE AREA KNOWN AS STREET PARKINGS IN FRONT OF THE PROPERTY LINES AS SHOWN ON THE PLAT OF SOUTHWOOD PARK.

NO PART OF ANY LOT OR ANY IMPROVEMENT SITUATE ON ANY LOT OR LOTS SHALL BE USED FOR THE RAISING OF POULTRY OR THE HOUSING OF COWS, HORSES, OR OTHER LIVESTOCK.

NO TANK FOR THE STORAGE OF OIL OR OTHER FLUID MAY BE MAINTAINED ON ANY LOT ABOVE THE SURFACE THEREOF.

NO TRAILER, BASEMENT, TENT, SHACK, BARN OR OTHER OUTBUILDING ERECTED ON THE TRACT SHALL AT ANY TIME BE USED AS A RESIDENCE TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE.

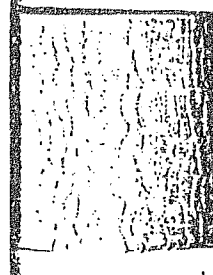
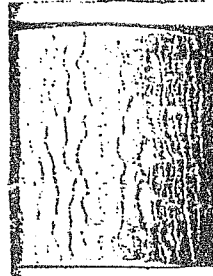
NO TRASH, ASHES OR OTHER REFUSE MAY BE THROWN OR DUMPED ON ANY VACANT LOT IN THE SUBDIVISION.

ALL OF THE RESERVATIONS AND COVENANTS HEREIN SET FORTH SHALL CONTINUE AND BE BINDING UPON THE COMPANY, ITS SUCCESSORS AND ASSIGNS, AND ALL PERSONS CLAIMING BY, THROUGH OR UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE HEREOF AND SHALL AUTOMATICALLY BE EXTENDED THEREAFTER FOR A FURTHER PERIOD OF TWENTY-FIVE (25) YEARS, PROVIDED HOWEVER THAT THE OWNERS OF THE FEE SIMPLE TITLE OF SIXTY PER CENT (60%) OF THE LOTS HEREINAFOVE DESCRIBED MAY AT ANY TIME AND FROM TIME TO TIME RELEASE ALL OF THE SAID LOTS FROM ANY ONE OR MORE OF ALL OF SAID RESERVATIONS AND COVENANTS AND MAY RE-LEASE ANY LOT SHOWN ON SAID PLAT FROM ANY OF SAID RESERVATIONS OR COVENANTS OR MAY MODIFY, CHANGE OR AMEND THESE COVENANTS BY EXECUTING AND ACKNOWLEDGING AN APPROPRIATE AGREEMENT OR AGREEMENTS IN WRITING FOR SUCH PURPOSE AND FILING THE SAME FOR RECORD IN THE MANNER THEN REQUIRED FOR THE RECORDING OF LAND INSTRUMENTS.

THE RESERVATIONS AND COVENANTS AND EASEMENTS HEREIN SET FORTH SHALL RUN WITH THE LAND AND BIND THE COMPANY, ITS SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER THEM SHALL BE TAKEN TO HOLD, AGREE AND COVENANT WITH THE COMPANY AND ITS SUCCESSORS IN TITLE TO CONFORM TO AND OBSERVE ALL THE COVENANTS AS TO THE USE OF SAID LOTS AND THE CONSTRUCTION OF IMPROVEMENTS THEREON, BUT NO RESERVATION OR COVENANT HEREIN SET FORTH SHALL BE PERSONALLY BINDING ON THE COMPANY OR ANY CORPORATION, PERSON OR PERSONS, EXCEPT IN RESPECT TO BREACHES, COMMITTED DURING IT, HIS OR THEIR SEIZIN OF OR TITLE TO SAID LAND, AND THE OWNER OR OWNERS OF ANY OF THE LAND SHALL HAVE THE RIGHT TO SUE FOR AND OBTAIN AN INJUNCTION, PROHIBITIVE OR MANDATORY, TO PREVENT THE BREACH OF OR TO ENFORCE THE OBSERVANCE OF THE RESERVATIONS AND COVENANTS ABOVE SET FORTH IN ADDITION TO THE ORDINARY LEGAL ACTION FOR DAMAGES AND FAILURE OF THE COMPANY OR THE OWNER OR OWNERS OF ANY OTHER LOT OR LOTS ABOVE DESCRIBED TO ENFORCE ANY OF THE RESERVATIONS OR COVENANTS 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 AT ANY TIME THEREAFTER.

THE COMPANY, BY APPROPRIATE INSTRUMENT, MAY ASSIGN OR CONVEY TO ANY PERSON, ORGANIZATION OR CORPORATION ANY OR ALL OF THE RIGHTS, RESERVATIONS, EASEMENTS AND PRIVILEGES HEREIN RESERVED BY THEM, AND UPON SUCH ASSIGNMENT OR CONVEYANCE BEING MADE, THEIR ASSIGNS OR GRANTEEES MAY, AT THEIR OPTION, EXERCISE, TRANSFER OR ASSIGN SUCH RIGHTS, RESERVATIONS, EASEMENTS AND PRIVILEGES OR ANY ONE OR MORE OF THEM AT ANY TIME OR TIMES IN THE SAME WAY AND MANNER AS THOUGH DIRECTLY RESERVED BY THEM OR IT IN THIS INSTRUMENT, PROVIDED HOWEVER THAT IF THE COMPANY SHALL TERMINATE ITS CORPORATE EXISTENCE DURING THE EXISTENCE OF THE RESERVATIONS, COVENANTS, CONDITIONS AND EASEMENTS HEREINBEFORE SET FORTH WITHOUT HAVING ASSIGNED OR CONVEYED SOME OR ALL OF THE RIGHTS, RESERVATIONS, EASEMENTS OR PRIVILEGES HEREINBEFORE RESERVED TO IT, THEN ALL OF SUCH OF SAID RIGHTS, RESERVATIONS, EASEMENTS AND PRIVILEGES AS HAVE NOT BEEN ASSIGNED OR CONVEYED SHALL, UPON THE TERMINATION OF THE CORPORATE EXISTENCE OF SAID COMPANY, PASS TO AND VEST IN THE THEN OWNERS OF ALL OF THE ABOVE DESCRIBED LOTS IN SAID SOUTHWOOD PARK TO BE HELD, EXERCISED AND ENFORCED FOR THE PROTECTION OF THE RIGHTS OF ALL PARTIES HEREUNDER, AND PROVIDED FURTHER THAT ANY ACTION TAKEN IN THE EXERCISE AND ENFORCEMENT OF SUCH RIGHTS, RESERVATIONS, EASEMENTS AND PRIVILEGES BY SAID OWNERS SHALL BE SUFFICIENT IF TAKEN BY THE OWNERS FOR THE TIME BEING OF SIXTY PERCENT (60%) OF THE FEE SIMPLE TITLE TO THE SAID ABOVE DESCRIBED LOTS.

IF ANY OF THE COVENANTS, EASEMENTS, RESERVATIONS, OR OTHER PROVISIONS OF THIS DECLARATION AND AGREEMENT ARE INVALIDATED BY ANY LAW, RULE, REGULATION, JUDGMENT, COURT ORDER, OR OTHERWISE, IT SHALL IN NO WAY AFFECT ANY OF THE OTHER COVENANTS, RESERVATIONS, EASEMENTS, OR PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.



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ASSIGNMENT

TO WHOM IT MAY CONCERN

Pursuant to the terms and provisions of the Declaration and Agreement establishing Protective Covenants in Southmoor Park, City and County of Denver, Colorado, dated September 14, 1961, recorded in Book 8734, Page 370, City and County of Denver, Colorado, and the Homes Association Declaration for Southmoor Park, City and County of Denver, Colorado, dated October 3, 1961, recorded in Book 8744, Page 168, City and County of Denver, Colorado, the HILLCREST INVESTMENT CO., now known as LEETSDALE CENTER INC., hereby assigns to the SOUTHMOOR PARK HOMEOWNERS ASSOCIATION, all the rights, reservations, privileges and interests reserved by it as set forth in said Declaration and Agreement establishing Protective Covenants and said Homes Association Declaration for Southmoor Park, City and County of Denver, Colorado.

AND, the SOUTHMOOR PARK HOMEOWNERS ASSOCIATION, hereby agrees to assume the obligations, rights, reservations, privileges and interests of the above described Declaration and Agreement establishing Protective Covenants and the Homes Association Declaration.

IN WITNESS THEREOF, the parties hereto have set their hands and seal to this assignment, on the 27th day of June, A.D. 1990.

ATTEST

HILLCREST INVESTMENT CO.
Now Known As
LEETSDALE CENTER INC.

Henry A. Nelson
Secretary

H.W. Nelson, Jr.
President

ATTEST

SOUTHMOOR PARK HOMEOWNERS ASSOCIATION

Wilford L. Davis
Secretary

Richard J. Orr
President

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this 27th day of June, 1990, by H.W. Nelson, Jr. as President, and Henry A. Nelson as Secretary of HILLCREST INVESTMENT CO., now known as LEETSDALE CENTER INC., a corporation.



My commission expires: 4-10-91

Shari K. Zanett
Notary Public

STATE OF Colorado)
City & County of Denver) ss.

The foregoing instrument was acknowledged before me this 23rd day of July, 1990, by Richard J. Orr, as President, and Wilford L. Davis as Secretary, of SOUTHMOOR PARK HOMEOWNERS ASSOCIATION, City and County of Denver, Colorado.



Witness my hand and official seal.

Shari K. Zanett
Notary Public