



KNOW ALL MEN BY THESE PRESENTS: That,  
WHEREAS, the undersigned, 1959, Inc., a Colorado Corporation is the record owner of all that certain subdivision known as CHERRY HILLS NORTH, FILING NO. TWO, Arapahoe County Colorado; and

WHEREAS, the said 1959, Inc, desires to place certain protective covenants on said subdivision for the use and benefit of itself and its grantees;

NOW, THEREFORE, in consideration of the premises, the said 1959, Inc., 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 lots in CHERRY HILLS NORTH, FILING NO. TWO that it owns and holds said lots subject to the following reservations, covenants, easements and conditions, all of which shall be deemed to run with the land 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 1959, Inc.,

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 CHERRY HILLS NORTH FILING NO. TWO hereinbefore 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 work "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, structure, not directly attached to the residence which it serves.

A "residence" as the words is used herein, is intended to include any attached garage, avenue, way or place as shown on the recorded plat.

"Committee" means the Architectural Control Committee.

## 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 erected or maintained thereon except private, single family dwelling houses which are not to exceed two stories in height, 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 covering of each roof shall be either cedar shingles, wood shake shingles, clay or cement tile shingles, or other material satisfactory to the Company.

The principal exterior material of any residence or outbuilding shall be materials satisfactory to the Company or its duly authorized representative. Every outbuilding shall correspond in style and architecture to the residence to which it is appurtenant.

Each residence to be erected will be required to have a front yard lantern light, of which the design, size and height shall be approved by the Architectural Control Committee.

All downspouts 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 in same direction that the ground frains, said extensions or splash blocks are to be installed simultaneously with the downspouts. The ground around the exterior of the residence should be well sloped; a slope of at least 12 inches for the first ten feet is recommended.

In cases where the owner or a contractor raises or lowers the elevation of the ground and establishes the finished grade elevations at any exterior property of an adjoining lot, said contractor or owner must erect a retaining wall, at his cost, to protect the dirt from falling or washing down on the adjoining property.

No outbuilding on any plot shall exceed the residence to which it is appurtenant in height or number of stories, nor shall any outbuilding be used as a residence or living quarters. All garages shall be part of, or attached to the residence, and have a width on the entrance side of not less than 25 feet. Not more than one residence shall be erected on any one of said lots as shown on the recorded plat.

The ridge heights of a residence on any site shall be approved by the Architectural Control Committee.

### 3. ARCHITECTURAL CONTROL COMMITTEE

A. The architectural control committee shall be: L. C. Fulenwider, Jr., Robert L. Eichberg and Andrew M. Sanford. In the event of resignation or withdrawal of all or any member of the architectural control committee, 1959, Inc., through a duly recorded instrument shall have the power to designate a successor committee. In the same fashion, 1959, Inc., may redesignate the architectural control committee, or withdraw from the committee, or restore to it, any of its powers and duties.

In the event 1959, Inc., shall become defunct under the corporation laws of the State of Colorado, its legal status as a Colorado Corporation shall cease and terminate, or for any other reason, then the foregoing powers shall be exercised by a Home Owners Association, consisting of the owners of the lots of said Subdivision hereinbefore described, and if there is none, then the foregoing powers shall be exercised by the then record owners of sixty (60)% of the area subject to these covenants in the same manner as described above.

B. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if written notice of such disapproval has not been given prior to completion thereof, such approval will not be required, and the related covenants shall be deemed to have been fully complied with.

C. The Committee shall have all duties and powers as are hereinafter provided and set forth. Neither the Committee, nor its duly authorized representative, shall be entitled to any compensation for service, nor shall the Committee or its duly authorized representative be liable, in any manner, for any action or failure of action taken in these premises.

D. An affidavit executed and recorded by the majority of the members as a Committee shall be sufficient evidence of the membership and other recitals therein contained.

### 4. APPROVAL OF PLANS.

No building, wall, fence, or other structure shall be constructed, erected or maintained, nor shall any addition thereto or change or alterations therein be made until all plans and specifications, plot plan therefor, and other information satisfactory to the Architectural Control Committee, or its duly authorized representative, shall have been submitted to and approved in writing by the Architectural Control Committee or its duly authorized representative, and copies thereof, as finally approved, lodged with the Committee, or its duly authorized representative. In so passing upon such plans, specifications and other requirements the Committee, 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, and the harmony thereof with the surroundings.

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 or which the residence is to be erected, and the proper footings and foundations to be used are designed by a professional, licensed engineer after receiving said soil test, and a copy of said test and design are filed with the Committee or its duly authorized representative.

No landscaping on any site shall be done until a landscaping plan shall have been submitted to and approved by the Committee. Such Committee shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable, in the Committee's opinion, for aesthetic or other reasons.

#### 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 front 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 OR RESIDENCE FROM STREET LINE

No residence, or any part thereof, or fence, wall or hedge, shall be erected or maintained on any lot or lots, plot or plots, nearer than 25 feet from the front plot line, or nearer than 25 feet from the rear plot line, or nearer than 25 feet from any side street plot line. No residence, or any part thereof, may be erected nearer than 15 feet from the interior side line or lines of any plot, except that cornices, spoutings, chimneys and purely ornamental projections may extend four (4) feet nearer said side plot lines, subject to the provisions of Article 7 hereof, except upon the approval of the Architectural Control Committee.

However, uncovered, but no 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 no more than four (4) feet beyond such building limit lines, provided such steps are not higher than the level of the first floor of the residence, subject to the provisions of Article 7 hereof.

If any dispute arises as to what constitutes a front, rear or side line, the decision of the Architectural Control Committee shall be final.

#### 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 or terraces, of at least 2,000 square feet in the case of one-story structures, and, in the case of structures of more than one story, a minimum of 2,500 square feet in the aggregate exclusive of garages, porches or terraces.

A garage shall be required, and shall be of a size at least large enough to enclose two passenger automobiles, be at least twenty (20) feet deep and twenty-five (25) feet wide, and contain a minimum of 500 square feet. Any garage shall be attached to, and be a part of a single family dwelling erected or placed on any site. Garage doors shall not open toward the street except with the consent of the Architectural Control Committee. All garage doors shall be electronically controlled.

#### 8. EASEMENTS RESERVED.

Easements and rights of way are reserved on, over and under said lots, as shown on the recorded plat of CHERRY HILLS NORTH, FILING NO. TWO, 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 sewer and pipes of various kinds. No building or other permanent structure shall be erected or maintained on any part of any area 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 lines within the areas reserved as "easements" and/or rights of way, subject to the provisions of Article 9 hereof, and ~~subject to all times to the prior right to use such areas for utility and quasi-utility purposes, and except in the six (6) foot easements shown on the plat~~

of CHERRY HILLS NORTH, FILING NO TWO, located in the lots immediately adjacent to all platted roadways, which easements are reserved for the exclusive use of gas mains; other utilities shall have the right to cross these easements at approximately right angles, but in no event shall any water meters, valves, street lights or power poles, mail boxes; other structures, trees and shrubs be allowed in these six (6) foot easements; concrete drives and sidewalks are permissible as long as they cross at substantially right angles, and do not exceed twenty six (26) feet in width.

#### 9. SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES

The construction or maintenance of for sale signs, larger than six (6) square feet, poster boards, or advertising structures of any kind, except those belonging to 1959, Inc., on any part of any said lots 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 radio short-wave antennas for receiving and sending shall be erected on any of said lots, or on the roof of any structure on said lots, unless approved by the Company or its duly authorized representative.

No part of any lot, or any improvement situate on any lot or plots, 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 similar 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 clotheslines, equipment, garbage cans, service yards, wood piles, or storage piles shall be kept screened by adequate planning or fencing as to conceal them from view of neighboring residences and streets. All rubbish, trash or garbage shall be regularly removed from the property, and shall not be allowed to accumulate thereon.

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 upon the Company, or any corporation, person or persons, except in the respect to breaches, committed during its, his or their seizing of or title to said land, and the owner or owners of any of the land shall have the right 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.

Each owner of a home in CHERRY HILLS NORTH, SECOND FILING shall pay as billed a portion of the cost of public street lighting in CHERRY HILLS NORTH, SECOND FILING according to Public Service Company of Colorado rates, rules and regulations, including future amendments and changes, on file with the Public Utilities Commission of the State of Colorado; the billing by Public Service Company of Colorado shall be made to CHERRY HILLS NORTH HOME OWNERS ASSOCIATION who will collect from each home owner their respective share of the bill.

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 grantees 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 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 L. C. Fulewider, Inc., and L. C. Fulewider, Inc. shall have the right to assign and convey all said rights, reservations, easements and privileges.

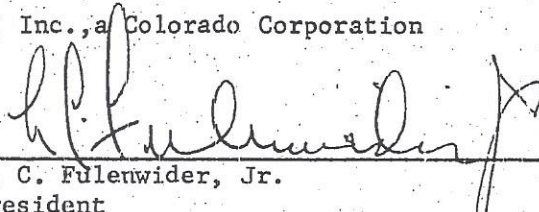
If any of the covenants, easements, reservations, or other provisions of this declaration and agreement are invalidated by any law, rule, regulation, judgment, court order, or otherwise, it shall in no way affect any of the other covenants, reservations, easements or provisions which shall remain in full force and effect.

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, provided, however, that the owners of the fee simple title of sixty per cent (60%) of the lots hereinabove described, together with the Company or its assigns, may at any time, and from time to time, release all of the said lots from any one or more of all said resolutions and covenants, and may release 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 of record in the manner than required for the recording of land instruments.



1959, Inc., a Colorado Corporation

by:

  
L. C. Fulewider, Jr.  
President

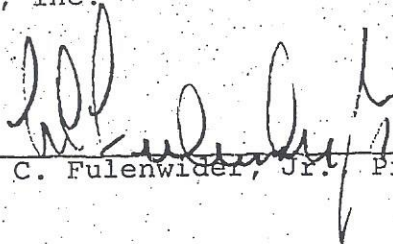
1959, Inc.  
5101 East Yale Avenue  
Denver, Colorado 80222

NOTICE OF APPOINTMENT  
OF  
ARCHITECTURAL CONTROL COMMITTEE

Pursuant to paragraph 3A of the "Declaration and Agreement Establishing Protective Covenants in Cherry Hills North, Filing No. Two", recorded January 21, 1974, in Book 2205 at page 548, and by reason of resignation of L. C. Fulenwider, Jr. as a member of the Architectural Control Committee, the following persons be and they hereby are appointed as the Architectural Control Committee under said covenants pending the recording of further notice:

Andrew N. Sanford  
Richard J. Willhardt  
L. C. Fulenwider, III

1959, Inc.



By \_\_\_\_\_  
L. C. Fulenwider, Jr. President

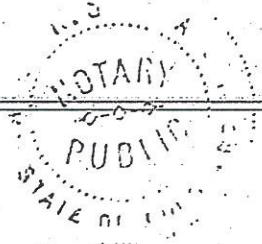
Attest: Lois O. Boyce  
Secretary

STATE OF COLORADO )  
City and County of Denver ) ss

The foregoing instrument was acknowledged before me this 17th day of May, 1976 By, L. C. Fulenwider, as President and Lois O. Boyce, as Secretary of 1959, INC., a Colorado corporation.

My notarial commission expires February 17, 1979  
Witness my hand and official seal.

Karen K. A. [Signature]  
Notary Public



JAN 13 1977

Recorded at 331 o'clock P M.  
Reception No. 1606351 MARJORIE PAGE, Recorder

1959, Inc.  
5101 East Yale Avenue  
Denver, Colorado 80222

BOOK **2540** PAGE **228**

NOTICE OF APPOINTMENT

OF

ARCHITECTURAL CONTROL COMMITTEE

Pursuant to paragraph 3A of the "Declaration and Agreement Establishing Protective Covenants in Cherry Hills North, File No. Two," recorded January 21, 1974, in book 2205 at page 548, and by reason of resignation of Andrew M. Sanford as a member of the Architectural Control Committee, the following persons be and they hereby are appointed as the Architectural Control Committee under said covenants pending the recording of further notice:

Jesse C. Carlile  
Richard J. Willhardt  
L. C. Fulenwider, III



1959, Inc

By [Signature]  
L. C. Fulenwider, Jr., President

Attest:

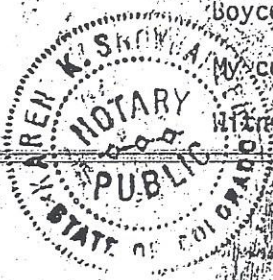
[Signature]

State of Colorado :  
: ss.  
City and County of Denver :

The foregoing instrument was acknowledged before me this 11th day of January, 1977, by L. C. Fulenwider, as President and Lois O. Boyce, as Secretary of 1959, Inc., a Colorado corporation.

My commission expires February 17, 1979.

Witness my hand and official seal.



[Signature]  
Notary Public



APR 11 1977

Recorded at 217 o'clock p  
Reception No. 1625236 MARJORIE PAGE, Recorder

BOOK 2572 PAGE 717

1959, Inc.  
5101 East Yale Avenue  
Denver, Colorado 80222

NOTICE OF APPOINTMENT

OF

ARCHITECTURAL CONTROL COMMITTEE

Pursuant to paragraph 3A of the "Declaration and Agreement Establishing Protective Covenants in Cherry Hills North, File No. Two," recorded January 21, 1974, in book 2205 at page 548, and by reason of resignation of Jesse C. Carlile as a member of the Architectural Control Committee, the following persons be and they hereby are appointed as the Architectural Control Committee under said covenants pending the recording of further notice:

Richard J. Willhardt  
L. C. Fulenwider, III  
Peter W. Schantz

1959, Inc.

By

*L. C. Fulenwider, Jr.*  
L. C. Fulenwider, Jr., President

Attest:

*Lois O. Boyce*

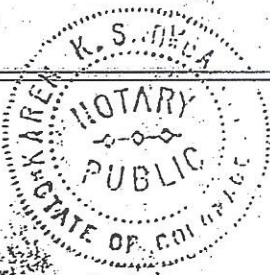
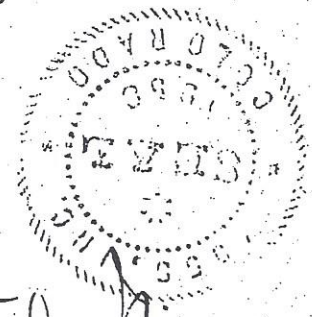
State of Colorado :  
City and County of Denver : ss.

The foregoing instrument was acknowledged before me this 24th day of March, 1977, by L. C. Fulenwider, as President and Lois O. Boyce as Secretary of 1959, Inc., a Colorado corporation.

My commission expires February 17, 1979.

Witness my hand and official seal.

*Karen K. A. ...*  
Notary Public



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