

FEB -7 1958

48138

PROTECTIVE COVENANTS

THIS INDENTURE WITNESSETH THAT:

WHEREAS, Thomas W. Nevin, Mary E. Nevin, and T. W. N. Company, a Colorado Corporation, are the owners of the following described real property situated in the City and County of Denver, Colorado, to-wit:

All of Blocks One (1), Two (2), Three (3), Four (4), and Five (5), WINSTON-DOWNS THIRD FILING,

and

WHEREAS, it is desired that said property shall be developed and maintained as a carefully protected subdivision and community.

NOW THEREFORE, said owners do specifically revoke in their entirety any and all protective or restrictive covenants heretofore imposed on any part of property now platted as Winston-Downs, Third Filing; and do hereby impose upon the real property hereinabove particularly described the following conditions and protective covenants:

1. BUILDING SITE. A building site, hereinafter referred to as site for purposes of these covenants is defined as any area upon which a dwelling shall be erected containing minimum width and square foot area as described in paragraph numbered 7 hereunder.

2. These covenants in their entirety shall apply to all of Blocks 1, 2, 3, 4, and 5, Winston-Downs-Third Filing, City and County of Denver, Colorado.

3. LAND USE AND BUILDING TYPE. No site shall be used except for residential purposes, as defined in the zoning regulations of the City and County of Denver, Colorado, as presently existing. No building shall be erected, altered, placed, or permitted to remain on any site other than one detached single family dwelling and a private garage for not more than three cars.

4. ARCHITECTURAL CONTROL. 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 quality, workmanship and material, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any site nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph 14.

5. DWELLING SIZE. No dwelling shall be permitted on any site that has a ground floor area of the main structure of less than 1,400 sq. ft., exclusive of one story open porches and garage; except that, for purposes of this paragraph, one-half of the square foot area of attached garage shall be considered in the minimum square footage for dwelling. A carport under a roof which is attached to a dwelling shall be considered as a garage for purposes of this paragraph.

6. BUILDING LOCATION. No building shall be located on any site nearer than 25 feet to the front site line, or nearer than 10 feet to any side exterior site line. No building shall be located nearer than 5 feet to an interior site line. No dwelling shall be located on any site nearer than 20 feet to the rear site line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a site to encroach upon another site.

7. SITE AREA AND WIDTH. No dwelling shall be erected or placed on any site having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any site having an area of less than 7500 square feet.

8. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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

10. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any site at any time as a residence either temporarily or permanently.

11. SIGNS. No sign of any kind shall be displayed to the public view on any site except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. LIVESTOCK AND POULTRY. 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.

13. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall be composed of three (3) members. These members are to be designated by The Nevin Construction Company, a Colorado Corporation, 400 So. Monaco Parkway, Denver, Colorado, and any member or members may be removed and new ones appointed by The Nevin Construction Company, as such time as Thomas W. Nevin, Mary E. Nevin, and T. W. N. Company, a Colorado Corporation, shall have divested themselves of all ownership of the sites hereinbefore described, then such Architectural Control Committee may be appointed from time to time by a majority vote of sixty per cent (60%) of the owners of said properties. A majority of the committee may designate a representative to act for it.

14. PROCEDURE. The Architectural Control Committee shall to the extent practicable give its approval or disapproval as required in these covenants in writing, provided, however, that if written approval or disapproval has not been given by said committee of plans and specifications within 30 days after submission to said committee, then such plans and specifications shall be deemed to have been accepted by said committee. The members of such committee shall not be liable in any action or failure of action in these premises.

15. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument is recorded signed by the then owners of sixty per cent (60%) of all the sites hereinabove described, agreeing to change said covenants in whole or in part. It is further provided that these covenants may be revoked or amended at any time by the then owners of sixty per cent (60%) of the sites hereinabove described.

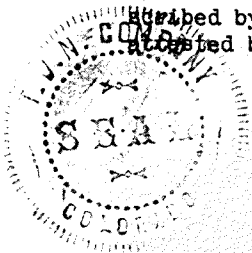
16. SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. ZONING. Zoning ordinances, rules and regulations of the City and County of Denver, Colorado, are considered to be a part hereof, and to any extent that these covenants might establish minimum requirements which are less than minimum requirements established by the zoning ordinances, rules, and regulations of the City and County of Denver, Colorado, the latter shall prevail.

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18. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

IN WITNESS WHEREOF, the said THOMAS W. NEVIN, MARY E. NEVIN and the said T.W.N. COMPANY has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, this 6th day of February, 1958.



T.W.N. COMPANY

By Thomas W. Nevin President

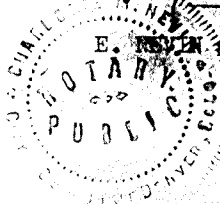
Thomas W. Nevin
Mary E. Nevin

ATTEST:

Mary E. Nevin Secretary

STATE OF COLORADO.)
CITY AND COUNTY OF DENVER.) SS.

The foregoing instrument was acknowledged before me this 6th day of February, 1958, by THOMAS W. NEVIN as President, and MARY E. NEVIN as Secretary of T.W.N. COMPANY, a Colorado corporation.



Witness my hand and official seal.

My commission expires April 20, 1958

Charlotte M. Nevin Notary Public

STATE OF COLORADO.)
CITY AND COUNTY OF DENVER.) SS.

The foregoing instrument was acknowledged before me this 6th day of February, 1958, by THOMAS W. NEVIN and MARY E. NEVIN.

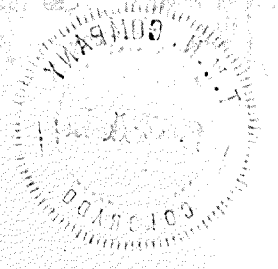


Witness my hand and official seal.

My commission expires April 20, 1958

Charlotte M. Nevin Notary Public

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RECORDED IN
8146 356
ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11/11/01 BY SP-6
CLERK AND STENOGRAPHER

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Denver Abstract
Company
1917 BROADWAY DENVER, COLO.
TITLES INC. BLDG.