

Filing II

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DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made of the date hereinafter set forth by Madema Homes, Inc., a Colorado Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the County of Arapahoe, State of Colorado, which is legally described as follows, (hereinafter sometimes referred to as the Liberty Hill Subdivision):

Lots 1 through 198, Inclusive, LIBERTY HILL, FILING NO. 2 SUBDIVISION, County of Arapahoe, State of Colorado

NOW, THEREFORE, Declarant hereby declares that all of the real property described above, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Committee" shall mean and refer to the Liberty Hill II Architectural Control Committee, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and referred to as the Liberty Hill II Subdivision.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties, excluding road, streets, etc.

Section 5. "Declarant" shall mean and refer to Madema Homes, Inc., its successors and assigns.

ARTICLE II  
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee: There is hereby created the Liberty Hill II Architectural Control Committee, hereinafter referred to as "Committee", for the purpose of maintaining, within the Liberty Hill II Subdivision, a style and nature of building design which is homogeneous to the area's physical setting.

Membership: The Committee is composed of WILLIAM J. KLEIN, LARRY O. OPPE AND EVERETT L. PFEIFF.

The Committee shall adopt reasonable rules and regulations, fix the time and place of its regular meetings, appoint a chairman

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and secretary, and keep minutes of the meetings which shall be open for inspection by any Owner, upon approval of a member of the Committee.

All decisions of the Committee shall be by majority vote, provided that a majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In the event no volunteer successor can be found, the remaining members shall designate any Owner of a lot as successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded Owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee, to increase or decrease its number, or to withdraw any member from the Committee.

It shall remain the prerogative and in the jurisdiction of the Committee to review applications and grant approval for exceptions to this Declaration. Variations and deviations from these requirements and restrictions may be made only when such exceptions, variations and deviations do not in any way detract from appearance and aesthetic qualities of the properties, and are not in any way detrimental to the property values of individuals located in the vicinity or in any way detrimental to the general public health, safety, or welfare.

Section 2. Control: No building, fence, wall or other structure shall be erected or alterations made on any building until the construction plans and specifications regarding quality of workmanship, type of materials and harmony of external design shall have been approved by the Committee. Also a site plan shall be submitted to the Committee, for their approval, showing the location of said proposed structure with respect to topography, finish grade elevation and any existing structures on or adjacent to said building site. Each Owner shall provide, at his cost, one complete set of house plans, specifications, site and grade plans, to the Committee at least thirty (30) days prior to the date actual construction is scheduled to commence on his residence.

Should the Committee fail to approve or disapprove the plans and specifications submitted to it by the Owner of a lot in the Properties within thirty (30) days after written request thereof, then such approval shall not be required, provided, however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the covenants or restrictions contained herein. The issuance of a building permit or license, which may be in contravention of these protective covenants, shall not prevent the Committee from enforcing these provisions.

#### ARTICLE III

#### USE RESTRICTIONS

Section 1. Residential Use: No lot or lots embraced in the properties shall be used for other than single family residence purpose, the same to house one (1) family consisting of one (1) couple and their lineal descendants. There shall not exist on any lot as shown on the plat recorded at the Arapahoe County Clerk and Recorder's Office at any time more than one residence. All buildings or structures erected upon said property shall be of new construction. No garage, carport or porch shall be constructed except as an integral part of the residence it is intended to serve. Any garage or carport shall not hold more than three cars.

Section 2. Building Standards: All structures shall conform with the current edition of the Uniform Building Code published by the International Conference of Building Officials as a guide for sound construction; furthermore, all buildings shall conform to current editions of the National Electric and National Plumbing Codes.

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Section 3. Building Height: The designated maximum building height shall be considered as the vertical distance from the average finished ground level of the building site to the highest point of the structure directly above said ground level. The designated maximum building height requirements may be waived by the Committee when in their opinion, such structures relate to sound architectural planning and land use, and conform to the overall design and pattern of the development.

Section 4. Dwelling Cost, Quality and Size: No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story.

Section 5. Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the building setback line.

Section 6. Time for Construction: At the time plans and specifications receive approval from the Committee, the prospective builder shall proceed diligently with construction of said building, and the same shall be ready for occupancy within a maximum period of one (1) year, time from the date of commencement; excepting, however, that this period may be extended by written instrument as may be deemed reasonable by the Committee. If said extension is made necessary by reason of inclement weather, inability to obtain materials, strikes, act of God, etc.

Section 7. Occupancy of Structure: No structure shall be occupied or used for the purpose for which it was designed or built until the same shall be approved and/or inspected by the County Building Inspector or such other official designated by Arapahoe County. No structure erected upon any lot shall be occupied in any manner while in the course of construction nor at any time prior to its being fully completed, as herein required.

Section 8. Building Exterior: The exterior portions of all building shall have manufactured finished surface materials, natural stone or shall be painted or stained upon completion so that all exposed surfaces shall have a finished appearance.

Section 9. Air Conditioning Units, Television or Communication Antennas: No air conditioning unit, evaporative cooler, radio, television antennae or other object shall be placed upon the roof of any residence or building except or unless such air conditioning unit, or object, is architecturally concealed from view and plans for concealment have been submitted to and approved by the Committee.

Section 10. Parking and Storage: At least one off-street parking space shall be required for each residence. No vehicle, whether operational or not, shall remain parked in the front of any residence for more than three (3) calendar days. Vehicles to be parked for more than three (3) days or to be stored for indefinite periods of time will be concealed within an enclosed garage or in the rear of the residence which is concealed from view by a privacy fence surrounding the rear yard area. For purposes of this section, a vehicle is defined as an automobile, truck, tractor, trailer, camper, boat, motorcycle, or any other motorized vehicle.

Section 11. Clearing of Trees and Grading: All the trees cleared will be disposed of in such a way that all lots, whether vacant or occupied by a residence, shall be kept free of accumulations of brush, trash or other materials which may constitute a fire hazard or render a lot unsightly, provided, however, that this shall not operate or restrict grantees from storing fireplace wood in neat stacks on their lots.

Under no circumstances shall the Owner of any lot or parcel of land disturb the nature soil or grasses unless the Owner immediately thereafter constructs upon, paves, graveis or replants such area with ground cover approved by the Committee. The ground may be cultivated for gardening, provided, however, that no garden is maintained for commercial purposes.

A grading plan shall be presented to the Committee for their approval prior to commencing construction of any residence unit on any lot and no additional grading on any lot shall be permitted without prior approval by the Committee.

Section 12. Unnatural Drainage: Under no circumstances shall any Owner of any lot or land parcel be permitted to deliberately alter the topographic conditions of his lot or land parcel in any way that would permit unusual additional quantities of water from any source, other than what nature originally intends, to flow from his property onto any other property or public right-of-way. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel or clay shall be excavated or removed from any property for commercial purposes.

Section 13. Temporary Residences: No structure of temporary character, no trailer, converted trailer, mobile home, basement, tent or accessory building shall be used on any lot as a residence, temporarily or permanently, and no used structure of any sort shall be moved onto any lot, except that the Committee may approve the use of trailers or mobile homes for a designated length of time, not to exceed six (6) months, to be used solely for a temporary residence or construction headquarter during the construction of the permanent residence. The approval in the above case by the Committee is expressly subject to the approval and issuance of a permit in each case by the County of Arapahoe.

Section 14. Sight Distance at Intersections: On corner lots, no planting of shrubs, trees or flowers or the erection of any fence or structure over 30 inches above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection or the street lines, or in the case of rounded property corner from the intersection of the street property lines extended.

Section 15. Nuisance: Nothing shall be done or permitted on the properties which may be or become an annoyance or nuisance to the subdivision development. No noxious or offensive activities or commercial business or trade shall be carried on or upon any lot. No lot shall be used in whole or in part for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material emit foul or obnoxious odors, or that which will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

Section 16. Garbage and Refuse Disposal: No lot 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 material shall be kept in a clean and sanitary condition.

