

AUG 20 1964

RECORDED

PROTECTIVE COVENANTS

BOOK 159 PAGE 65

THE UNDERSIGNED, J. O. HILL, being the owner of all of the land embraced within the plat of WESTCREEK LAKES SUBDIVISION, Douglas County, Colorado, does hereby place restrictions upon said land for the purposes of protecting the present and future property values of the lots in said WESTCREEK LAKES SUBDIVISION, as follows, to-wit:

1. All lots contained within said platted area shall be single family building sites only, and none of the lots, or any part thereof, within the platted area shall at any time be used for business or commercial purposes as distinguished from single family residential uses, and no building or structure will be erected, altered, placed or permitted to remain on any of said lots except single family residences, with or without appropriate detached garages and accessory use buildings. All single family residences erected, placed or altered on any lot within the subdivision shall be designed so as to be in harmony with the general terrain of WESTCREEK LAKES SUBDIVISION, and shall be of a maximum height of 1 1/2 stories. Frame, masonry, brick, rock or log structures, or combinations of the same, shall be acceptable construction.

2. All single family dwellings within the platted area shall be of a minimum interior size of at least 600 square feet, exclusive of garages and porches. No trailer, tent or temporary structure of any kind shall be permitted on any lot within the subdivision. All dwellings shall have a minimum construction cost of FIVE THOUSAND (\$5,000.00) DOLLARS, based upon prevailing construction costs as of the date hereof.

3. No mining, drilling or quarrying operations shall be conducted on any lots within the platted area.

4. Any single family residence to be located on any lot within the subdivision shall be completed within 18 months after construction on the same shall have been commenced, unless expressed permission is received from the undersigned to extend such limit of time.

5. All buildings within the platted area shall conform to existing zoning and subdivision regulations as applied by the local zoning authorities in Douglas County, Colorado.

6. Every owner of a lot within the subdivision shall be responsible for the construction of individual sewage facilities for such lot, and all septic tanks placed on any lot shall be located so as to create a minimum interference with the existing water supply on the property, and shall be of a size and type and location that is approved by the health authorities of the State of Colorado. The owners of two or more lots may, if they so desire, have a common septic tank to service more than one lot, provided, however, that no more than three dwellings may be connected to a common septic tank. No outhouses or outside toilets shall be allowed on any lot.

7. A right of way is expressly reserved across lots that are crossed by West Creek or Trail Creek, which right of way shall be equal in width to the stream bed of West Creek and Trail Creek. No owner of any lot in said subdivision shall be allowed to alter or change the course of Trail Creek or West Creek throughout the platted area, and no owner of land shall be allowed to erect dams across said streams.

8. Every owner of a lot within the subdivision shall be granted a perpetual right of way or easement for ingress and egress to such respective lot across the existing private roadways shown on the plat for WESTCREEK LAKES SUBDIVISION, and said roads and rights of way shall at all times remain free, open and unobstructed for the private use of owners of lots within the subdivision for ingress and egress to their respective lots within the platted subdivision from the platted and dedicated County Road. The undersigned, J. O. HILL, shall have the exclusive authority to designate where the private roadways within the subdivision shall join the existing dedicated County road, and such designations are shown on the plat of said subdivision.

9. No barn, chicken house or other building for the care of chickens, rabbits or livestock of any kind shall be placed or permitted to remain on any lot, and no noxious or offensive activity shall be carried on upon any lot or shall any activity be conducted on any lot that may become an annoyance or nuisance to the neighborhood. No livestock, except household pets, shall be kept on any lot, and no horses shall be stabled on any lot.

10. The undersigned, J. O. HILL, hereby expressly agrees, that when 40% of the lots within WESTCREEK LAKES SUBDIVISION, Douglas County, Colorado, and the future additions to WESTCREEK LAKES SUBDIVISION within the West half of Section 31, Township 10 South, Range 69 West of the 6th P. M., have been sold and conveyed, to deed or cause to be deeded to an association to be formed by such owners, all of the area occupied by Trail Creek, West Creek and the two reservoirs on such property so title to said reservoirs, streams and the water rights for the same shall vest in said association for the exclusive use and benefit of the owners of property within WESTCREEK LAKES SUBDIVISION and the future additions to the same. Such transfer of the water rights and reservoir rights shall be without consideration to the undersigned, J. O. HILL. Such transfer shall also include a transfer of all rights owned by the undersigned, J. O. HILL, in and to any and all wells drilled on the above property as set forth in the succeeding paragraph hereof. Such association, upon receiving title to said property, shall adopt such reasonable rules and regulations that they shall deem appropriate to protect the use of said property for owners of lots within WESTCREEK LAKES SUBDIVISION and all future additions thereto, and to keep the same private for the exclusive use of such owners of land within the platted subdivision. The undersigned, J. O. HILL, will retain title to the water until such time but will allow said reservoirs and streams to be used by owners within the platted subdivision for their exclusive use subject to such reasonable rules, assessments and regulations as shall be adopted by J. O. HILL prior to such time. The undersigned, J. O. HILL, will, however, and does hereby reserve the right to the perpetual use of said reservoirs to himself and his heirs subject to such rules and regulations as shall be adopted by said land owners association.

11. The undersigned, J. O. HILL, expressly agrees that he will make available water for owners of land within the platted subdivision in the following manner;

a. By drilling of several wells within the subdivision. Such wells to be drilled at the expense of the undersigned, and shall have a pump thereon to provide water pressure at the well head. All such wells so drilled shall be available for tapping and use by owners of lots within the proximity of said wells, provided all costs of the installation of the water lines from said wells to the individual lots shall be paid by the respective owner who desires to connect onto such wells, and all maintenance and repair of said wells shall be paid for proportionately by the lot owners using the same.

12. These covenants shall run with the land and shall be binding on all owners of lots in the subdivision for a period of twenty-five years from the date these covenants are recorded, at which time said covenants may be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of lots within WESTCREEK LAKES SUBDIVISION and its additions, it is agreed that said covenants shall be changed, modified or rescinded.

13. If any owner of land within the platted subdivision shall violate or attempt to violate any of these covenants herein, it shall be lawful for any lot owner within the platted subdivision of WESTCREEK LAKES SUBDIVISION, Douglas County, Colorado, or any future additions thereto, to prosecute any proceedings at law or in equity against such person so violating or attempting to violate any of these covenants, and restrain and enjoin such violation or recover such damages as may be appropriate under such situation.

14. In validation of any one of these covenants by Judgment or Court Order shall not in any wise effect any of the other provisions which shall remain in full force and effect.

15. The affirmative agreements of the undersigned, J. O. HILL, as contained herein, shall be binding upon the heirs, successors and assigns of J. O. HILL.

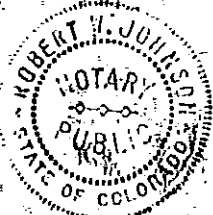
J. O. Hill
J. O. Hill

STATE OF COLORADO)

COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 10th day of August, 1964, by J. O. HILL.

Witness my hand and official seal.
My commission expires: 3-6-68



Robert W. Johnson
Notary Public

RECORDER

Westcreek Development Co.,
Frances Jean Matheson Powell,
H. C. Gerber and Lurline A. Gerber,
Hugh B. Hill and Jo Ann L. Clay

Declaration of
Restrictions and
Protective
Covenants

To

Whom It May Concern

WHEREAS, the undersigned are the owners of all lots within the blocks in Westcreek Lakes Subdivision, Douglas County, Colorado, and Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 1, Douglas County, Colorado; and

WHEREAS, the undersigned do hereby amend and establish the restrictions and protective covenants hereinafter set out in lieu of the protective covenants dated the 27th day of April, 1965, and agree that the covenants set forth herein are applicable to all lots within Westcreek Lakes Subdivision and Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 1;

NOW, THEREFORE, Westcreek Development Co., Frances Jean Matheson Powell, H. C. Gerber and Lurline Gerber, the owners of all of said lots, do hereby declare that all of the lots, blocks and real property located and embraced within said Subdivision shall be conveyed subject to and shall be acquired, used and held by all grantees subject to the following restrictions and protective covenants, and any person acquiring any of said real property or any interest therein, either by purchase, gift, inheritance, foreclosure, operation of law, or otherwise, shall acquire said real property subject to and bound by these restrictions and protective covenants, and each and every said person so acquiring said real property or any interest therein shall be deemed, by accepting title to said real property or said interest therein, to specifically agree to be bound by these restrictions and protective covenants and shall conform to the same.

1. All the lots in Westcreek Lakes Subdivision and Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 1, shall be subject to this declaration:

2. No lot subject to this declaration shall ever be used for any purpose whatsoever except for single family residential purposes and no building or other structure of any kind or nature whatsoever shall ever be erected, maintained or used upon any said lot except a dwelling structure for single family residential purposes, provided that one garage with a capacity of not more than two cars may be erected for use in connection with such dwelling house at a location to be approved by the Architectural Control Committee which is hereinafter provided for.

No more than one dwelling can be erected on a single platted lot.

One dwelling may be built partly on each of two lots.

3. An architectural Control Committee, hereinafter referred to as Committee, of five persons is hereby created. The first committee shall be composed of John L. Sullivan, Wilbert H. Ruenheck, Olga Schimack, O. D. Olson, and C. Lee Goodwin Jr. If any member of said Committee shall die, resign, or for any other reason be unable to serve, the remaining members shall appoint a successor. Said Committee shall exercise the controls, authority and discretion herein vested in it. Three members of said Committee shall constitute a quorum. All action taken by said Committee shall require the affirmative vote or approval of three members.

No dwelling, building or any other structure may be erected, altered exteriorly or construction commenced thereon unless a complete set of plans and specifications, hereinafter referred to as plans, is submitted in advance of such construction or alteration to the Committee. The Plans submitted to the Committee shall be in such complete form and detail as to be bid-able and shall contain sketches of all exterior and site elevations. The Committee shall approve or disapprove such plans within thirty days after they are submitted. Failure of the Committee to act within said thirty days shall constitute approval of said plans.

In approving or disapproving the plans submitted to it, the Committee shall take into consideration the design, style and construction of the proposed building or alteration, its location on the lot, the harmony of its design, architecture and location with the terrain and surrounding neighborhood and shall determine whether such proposed building is consistent with the general terrain, the architecture of other buildings located upon property subject to this declaration and whether or not the construction or alteration of said building will adversely affect or decrease the value of other property in the Subdivision because of its design, location, height or type of materials used in construction. The Committee may make reasonable requirements of the lot owner, including the submission of additional plans to insure conformance of such building when erected with these restrictions and covenants and the plans submitted and approved. The Committee may require such changes as may be necessary to conform to the general purposes as herein expressed.

The Committee shall have authority to grant variances from the provisions of this declaration in cases of irregularly shaped lots, unusual terrain, or other conditions wherein the strict enforcement of these covenants would result in unusual hardship. The Committee shall be the sole and exclusive judge of whether or not said hardship exists.

Whenever the Committee disapproves of any proposed plans or specifications, it shall state in writing its reasons for such disapproval in general terms so that the objections can be met by alterations acceptable to the Committee.

All plans submitted to the Committee shall be left on file with the Committee.

It is the intent of these declarations that the Committee shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive except for an arbitrary abuse of its discretion or an excess of its authority.

The Committee shall resolve all questions of interpretation. They shall be interpreted in accordance with their general purpose and intent as herein expressed.

4. All dwellings erected on property subject to this declaration shall contain the minimum square footage of enclosed floor space, exclusive of basement, garage, porches, balconies, sun decks, roof-overhangs or outbuildings, and can be composed of the materials hereinafter set forth.

Every dwelling built shall consist of no less than 750 square feet of lot space enclosed by the perimeter of said building, exclusive of garage, porches, balconies, sun decks, roof-overhangs and outbuildings.

No dwelling erected on property subject to this declaration shall have less than twenty-five percent (25%) of its front and side elevations composed of brick, stone, rock masonry or architecturally poured concrete. No concrete block, cinder block, duralite or similar materials may be used without prior approval of the Committee.

All roofs shall only be constructed of materials approved by the Committee.

All construction shall be of new materials. However, the Committee shall have authority to authorize the use exteriorly of select used materials which are incorporated in the structure for design and architectural purposes. Samples of all used materials shall be submitted to the Committee prior to use.

No dwelling, building or other structure shall be moved onto the premises, except temporary structures required during construction.

All detached garages shall be subject to specific approval by the Committee and the Committee reserves the right and privilege to reject detached garages.

No exterior antenna, tower, receiver or similar improvement shall be erected without first securing permission of the Committee.

Once construction of any building is commenced, it must be completed within 200 days.

5. Front lot setbacks of not less than 25 feet are required on each lot, and side yard setbacks and rear yard setbacks shall be not less than 15 feet on each lot.

6. No building, fence, hedge (hedges used herein shall include a screen of trees or shrubs), or wall shall project more than 5 feet beyond the front building line, nor shall any building, fence, hedge or wall project beyond a line parallel to and 20 feet inside of a side street lot line.

Except as herein limited, fences, hedges and walls may be located in a side yard or a back yard area but shall be limited in height to a maximum of six feet. In the event a retaining wall or hedge is necessary closer to the front line than hereinabove specified in order to prevent erosion or excessive run-off of water such a retaining wall or hedge may be authorized by the Committee if it first determines that such wall or hedge is reasonably necessary to prevent erosion or excessive run-off of water; that such hedge or wall will not result in damage to or lessening of value of adjoining properties; that such hedge or wall is in general conformity to the topography of the area and its architecture consistent with that of other walls and buildings in the area and that the same will not constitute a traffic hazard.

7. No animals, livestock or poultry of any kind whatsoever shall ever be raised, kept or bred on any lot, except that household pets may be maintained on a non-commercial basis and in a manner which does not render their presence noxious to adjoining property owners and shall be limited in number and so cared for as not to constitute a source of annoyance to said adjoining property owners.

In the event an owner temporarily hobbles or ties a horse in a bridle path area, he shall be responsible for cleanup of the area.

8. No noxious, offensive, illegal or improper activity shall be carried on any lot and no oil drilling, oil development operation, mining operation, chlorine or exploration for minerals shall ever be prosecuted on any property subject to this declaration.

9. No commercial use of any kind or nature whatsoever, except as specified herein, shall be permitted within the Subdivision.

10. No sign of any kind shall be displayed to the public on any lot except one non-illuminated sign of not more than five square feet advertising the property for sale or rent; a sign used by the builder during construction, provided, however, that one or more signs advertising the Subdivision or adjoining subdivisions developed by Westcreek Development Co. or their assigns made in such a manner as to not interfere with the use or enjoyment of any other property in the Subdivision.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall ever be used on any lot at any time whatsoever as a human habitation or residence, either permanent or temporary. No temporary structure, building, supplies, equipment or the like may be maintained, stored or kept on any lot except during the construction of the dwelling or other approved building thereon. No house trailer, trailer, except boat trailers, or bus shall ever be kept or stored on any lot unless completely inside of an approved garage. No boat or boat and trailer shall ever be kept upon any of said lots except to the rear of the improvements, and then only when properly screened from all adjoining thoroughfares. Nothing contained herein shall be deemed to prevent the Committee from designating a common area wherein all boats or boat trailers must be kept.

12. No lot shall be used as a dumping ground for rubbish, trash, garbage or other waste. All lots shall be kept and maintained in a clean and sanitary condition. All incinerators or other equipment for the disposal or storage of waste shall be so constructed as to prevent noxious odors and excessive smoke emitting therefrom. All incinerators shall be located within a structure or screened in a manner satisfactory to the Committee.

13. All clotheslines shall be screened from the front lot line and all other lot lines that adjoin a street. Said screening shall be subject to approval of the Committee.

14. Every owner of a lot within the Subdivision shall be responsible for the construction of individual sewage facilities for such lot, and all septic tanks placed on any lot shall be located so as to create a minimum interference with the existing water supply on the property, and shall be of a size and type and location that is approved by the health authorities of the State of Colorado. The owners of two or more lots may, if they so desire, have a common septic tank to service more than one lot, provided, however, that no more than three dwellings may be connected to a common septic tank. No outhouses or outside toilets shall be allowed on any lot. In addition, the location of all septic tanks and individual sewage facilities shall be subject to approval by the Architectural Control Committee.

15. The undersigned, Westcreek Development Co., agrees it will make water available to the owners of the land within the platted subdivisions in the following manner:

By drilling of several wells within the Subdivision; such wells to be drilled at the expense of the undersigned, and shall have a pump thereon to provide water pressure at the well head. All such wells so drilled shall be available for tapping and use by owners of lots within the proximity of said wells, provided; all costs of the installation of the water lines from said wells to the individual lots shall be paid by

the respective owner who desires to connect onto such wells, and all maintenance and repair of said wells shall be paid for proportionately by the lot owners using the same.

16. No building shall be placed on any lot within 20 feet of the property line of any park, green strip or the edge of any open water course.

17. All buildings within the platted area shall conform to existing zoning and subdivision regulations as applied by the local zoning authorities in Douglas County, Colorado.

18. A right of way is expressly reserved across lots that are crossed by West Creek or Trail Creek, which right of way shall be equal in width to the stream bed of West Creek and Trail Creek. No owner of any lot in said Subdivision shall be allowed to alter or change the course of Trail Creek or West Creek throughout the platted area, and no owner of land shall be allowed to erect dams across said streams.

19. Every owner of a lot within the Subdivision shall be granted a perpetual right of way or easement for ingress and egress to such respective lot across the existing private roadways shown on the plat for Westcreek Lakes Subdivision and Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 1, and said roads and rights of way shall at all times remain free, open and unobstructed for the private use of owners of lots within the Subdivision for ingress and egress to their respective lots within the platted Subdivision from the platted and dedicated County Road. The undersigned shall have the exclusive authority to designate where the private roadways within the Subdivision shall join the existing dedicated County Road, and such designations are shown on the plat of said Subdivision.

20. Nothing herein shall be construed in any manner to apply to lots or areas designated on either of the plats as Commercial or Recreational, or to Lot 15 in Block 3 and Block 7 all in Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 1, and Lot 1 in Block 4 in Westcreek Lakes Subdivision.

21. Invalidity of any one of these covenants by Judgment or Court Order shall not in any wise effect any of the other provisions which shall remain in full force and effect.

22. These covenants shall run with the land and shall be binding on all owners of lots in the Subdivision for a period of ten years from the date these covenants are recorded, at which time said covenants may be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of lots within Westcreek Lakes Subdivision and Vacation and Refiling of Westcreek Lakes Subdivision, Filing

No. 1 and its additions, it is agreed that said covenants shall be changed, modified or rescinded.

23. These covenants shall be for the benefit of all present and future owners of property subject to this declaration and it is hereby declared that any breach of the provisions of this declaration cannot adequately be compensated for by recovery of damages and that any party and any future owner may require and shall be entitled to the remedy of injunction to restrain any breach of this declaration in addition to any other remedies which may exist.

No change of condition or circumstances shall operate to extinguish, terminate or modify any of the provisions of this declaration, that they shall be extinguished, terminated or modified only by the expiration of time and the failure to renew the same as hereinabove provided for.

24. Violation of any restrictions contained or provided for in this declaration shall give the undersigned and in the event the undersigned fails to act within a reasonable time any owner of property subject to this declaration, in addition to all other remedies provided for by law, the right to enter upon the land upon or as to which such violation exists and abate or remove the same, using such force as may reasonably be necessary, at the expense of the owner thereof, an erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof and neither the undersigned nor its agents or employees or any other lot owners shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. The owner of said premises agrees to pay the undersigned upon demand the costs and expenses of such abatement and such costs and expenses shall be a lien upon the premises.

Every violation or breach of this declaration is hereby declared to be and constitute a nuisance and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable thereto and not exclusive.

The undersigned shall not be liable in any way whatsoever for failure or omission to take action of any kind for the enforcement of any restriction or violation hereof.

The failure of the undersigned or any other property owner to take action in the event of any one single breach of any of these covenants shall not be construed to be a consent to future breaches or waiver of any of the terms and provisions of this declaration.

IN WITNESS WHEREOF, the undersigned have caused this declaration of restrictions and protective covenants for all property in Westcreek Lakes Subdivision and Amended Filing to Westcreek Lakes Subdivision No. 1 to be filed and recorded on this 5th day of May, 1965.

Attest: 

WESTCREEK DEVELOPMENT CO.

O. D. Olson
Secretary

By Wilbert H. Ruenheck

Hugh B. Hill
HUGH B. HILL

Frances Jean Matheson Powell
FRANCES JEAN MATHESON POWELL

Jo Ann L. Clay
JO ANN L. CLAY

H. C. Gerber
H. C. GERBER

Lurline A. Gerber
LURLINE A. GERBER

STATE OF COLORADO)

: ss

COUNTY OF EL PASO)

Subscribed and acknowledged before me this 5th day of May, 1965, by Wilbert H. Ruenheck, President, and O. D. Olson, Secretary of Westcreek Development Co., Frances Jean Matheson Powell, H. C. Gerber and Lurline A. Gerber, Hugh B. Hill and Jo Ann L. Clay.

Witness my hand and official seal.

My commission expires: February 26, 1969

[Signature]
Notary Public

We, the undersigned Executors of the estate of J. O. Hill and holders of a Deed of Trust covering the above described property, do hereby consent, agree and ratify the above covenants.

Hugh B. Hill
Jo Ann L. Clay
U. B. HILL

H. C. Gerber
H. C. GERBER

J. D. Kingsolver
J. D. KINGSOLVER

SEP 20 11 18 AM '85

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

ALL LOTS WITHIN THE BLOCKS IN WESTCREEK LAKES SUBDIVISION, VACATION AND REFILING OF WESTCREEK LAKES SUBDIVISION, FILING NO. 1, AND VACATION AND REFILING OF WESTCREEK LAKES SUBDIVISION, FILING NO. 2

WHEREAS, WE, the property owners of Westcreek Lakes Subdivision, Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 1, and Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 2, do hereby amend and establish the restrictions and protective covenants hereinafter set out in lieu of the protective covenants dated May 28, 1975, and agree that the covenants as set forth herein are applicable to all lots within Westcreek Lakes Subdivision, Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 1, and Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 2.

NOW, THEREFORE, the property owners of Westcreek Lakes Subdivision do hereby declare that all of the lots, blocks and real property located and embraced within said Subdivisions shall be conveyed subject to and shall be acquired, used and held by all grantees subject to the following restrictions and protective covenants, and any person acquiring any of said real property or any interest therein, either by purchase, gift, inheritance, foreclosure, operation of law, or otherwise, shall acquire said real property subject to and bound by these restrictions and protective covenants and each and every said person so acquiring said real property or any interest therein shall be deemed, by accepting title to said property or said interest therein, to specifically agree to be bound by these restrictions and protective covenants and shall conform to the same.

1. All the lots in Westcreek Lakes Subdivision, Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 1, and Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 2, shall be subject to this declaration.

2. No lot subject to this declaration shall ever be used for any purpose whatsoever except for single family residential purposes and no building or other structure of any kind or nature whatsoever shall ever be erected, maintained or used upon any said lot except a dwelling structure for single family residential purposes, provided that one garage with a capacity of not more than three (3) cars may be erected for use in connection with such dwelling house at a location to be approved by the Architectural Control Committee which is hereinafter provided for.

a. No more than one dwelling can be erected on a single platted lot.

b. One dwelling may be built partly on each of two lots.

c. Provision for a storage building may be permitted upon a written request from the property owner and approval by the Architectural Control Committee.

3. An Architectural Control Committee, hereinafter referred to as Committee, consisting of three (3) persons to be appointed for a period of three (3) years. Subsequent membership to said committee shall be a self-sustaining appointment with approval of property owners. (Right of rejection.) Said Committee shall exercise the controls, authority and discretion herein vested in it. Two (2) members of said Committee shall constitute a quorum. All action taken by said Committee shall require the affirmative vote or approval of two (2) members.

a. No dwelling, building or any other structure may be erected, altered

exteriorly or construction commenced thereon unless a complete set of plans and specifications, hereinafter referred to as plans, is submitted in advance of such construction or alteration to the Committee. The plans submitted to the committee shall be in such complete form and detail as to be biddable and shall contain sketches of all exterior and site elevations. The Committee shall approve or disapprove such plans within thirty (30) days after they are submitted. Failure of the Committee to act within said thirty days shall constitute approval of said plans.

b. In approving or disapproving the plans submitted to it, the Committee shall take into consideration the design, style and construction of the proposed building or alteration, its location on the lot, the harmony of its design, architecture and location with the terrain and surrounding neighborhood and shall determine whether such proposed building is consistent with the general terrain, the architecture of other buildings located upon property subject to this declaration and whether or not the construction or alteration of said building will adversely affect or decrease the value of the other property in the Subdivisions because of its design, location, height or type of materials used in construction. The Committee may make reasonable requirements of the lot owner, including the submission of additional plans, to insure conformance of such building when erected with these restrictions and covenants and the plans submitted and approved. The Committee may require such changes as may be necessary to conform to the general purposes as herein expressed.

c. The Committee shall have authority to grant variances from the provisions of this declaration in cases of irregularly shaped lots, unusual terrain, or other conditions wherein the strict enforcement of these covenants would result in unusual hardship. The Committee shall be the sole and exclusive judge of whether or not said hardship exists.

d. Whenever the Committee disapproves of any proposed plans or specifications, it shall state in writing its reasons for such disapproval in general terms so that the objection can be met by alterations acceptable to the Committee.

e. All plans submitted to the Committee shall be left on file with the Committee.

f. It is the intent of these declarations that the Committee shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive except for an arbitrary abuse of its discretions or an excess of its authority.

g. The Committee shall resolve all questions of interpretation. They shall be interpreted in accordance with their general purpose and intent as herein expressed.

h. All dwellings erected on property subject to this declaration shall contain the minimum square footage of enclosed floor space, exclusive of basement, garage, porches, balconies, sun decks, roof-overhangs or outbuildings, and can be composed of the materials hereinafter set forth.

a. Every dwelling built shall consist of no less than 750 square feet on the main floor enclosed by the perimeter of said building, exclusive of garage, porches, balconies, sun decks, roof-overhangs and outbuildings.

- b. No concrete block, cinder block, duralite or similar materials may be exposed. Paint, rock, wood or other suitable coverings may be used.
- c. All construction shall be of approved materials. However, the Committee shall have authority to authorize the use exteriorly of select used materials which are incorporated in the structure for design and architectural purposes.
- d. No dwelling, building or other structure shall be moved onto the premises, except temporary structures required during construction.
- e. All detached garages shall be subject to specific approval by the Committee and the Committee reserves the right to reject detached garages.
- f. All antennas or towers shall be erected with the approval of the Committee.
- g. Once construction of any building is commenced, the exterior must be completed within 200 days.

5. Front lot setbacks of not less than 25 feet are required on each lot, and side yard setbacks and rear yard setbacks shall be not less than 25 feet on each lot. There shall be a 7 foot easement (utility) on all side and rear lot lines.

6. Fences, including hedges and shrubs, shall not project more than five (5) feet beyond the front building line. Decorative split rail or rail fences are not to exceed a height of forty (40) inches. Rear fences may not exceed a height of six (6) feet. An exception may be permitted on property lines adjacent to the County Road. Front fences in this case are subject to approval of the Committee.

7. No animals, livestock or poultry of any kind whatsoever shall ever be raised, kept or bred on any lot, except that household pets may be maintained on a noncommercial basis and in a manner which does not render their presence noxious to property owners and shall be limited in number and so cared for as not to constitute a source of annoyance to said adjoining property owners. The Douglas County Leash Laws shall apply. In the event an owner temporarily hobbles or ties a horse in a bridle path area, he shall be responsible for clean-up of the area.

8. No noxious, offensive, illegal or improper activity shall be carried on any lot and no oil drilling, oil development operation, chlorine or exploration for minerals shall ever be permitted on any property subject to this declaration.

9. No commercial use of any kind or nature whatsoever, except as specified herein, shall be permitted within the subdivision.

10. No sign of any kind shall be displayed to the public on any lot except one nonilluminated sign of not more than five square feet advertising the property for sale or rent. All persons renting from owners of homes within the Westcreek Lakes Subdivision, Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 1, and Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 2, and visitors to said subdivision shall be aware of and subject to all the general rules that apply to owners of property within the said subdivision.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall ever be used on any lot any time whatsoever as a human habitation or residence, either permanent or temporary. No temporary structure, building, supplies, equipment or the like may be maintained, stored or kept on any lot except during the construction of the dwelling or other approved building thereon. No house trailer, trailer (except boat trailers), or bus shall ever be kept or stored on any lot unless approved by the Committee or completely inside of an approved garage. No boat, boat and trailer, or utility trailer shall ever be kept upon any of said lots except to the rear of the improvements, and then only when properly screened from all adjoining thoroughfares. Nothing contained therein shall be deemed to prevent the Committee from designating a common area wherein all boats or boat trailers must be kept.

12. The use of trail bikes, motorcycles, dune buggies, snowmobiles and any vehicle with a loud motor are excluded from the development. Said vehicles are allowed to proceed slowly on development roads on their way elsewhere but absolutely are not allowed to run up and down development roads.

13. No lot shall be used as a dumping ground for rubbish, trash, garbage or other waste. All lots shall be kept and maintained in a clean and sanitary condition. No incinerators shall be constructed or maintained on any of the lots within the subdivision, in accordance with the pertinent state laws.

14. All clotheslines shall be screened from the front lot line and all other lot lines that adjoin a street. Said screening shall be subject to approval of the committee.

15. The owner of a lot within the subdivision shall be responsible for the construction of individual sewage facilities for such lot, and all septic tanks placed on any lot shall be located so as to create a minimum interference with the existing water supply on the property, and shall be of a size and type and location that is approved by the health authorities of the State of Colorado. No outhouses or outside toilets shall be allowed on any lot. The location of all septic tanks and individual sewage facilities shall be subject to approval by the Westcreek Lakes Water District.

16. The Westcreek Lakes Water District agrees to make water available to the owners of the land within the platted subdivisions.

17. No building shall be placed on any lot within 20 feet of the property line of any park, green strip or the edge of any open water course.

18. All buildings within the platted area shall conform to existing zoning and subdivision regulations as applied by the local zoning authorities in Douglas County, Colorado.

19. A right of way is expressly reserved across lots that are crossed by Westcreek or Trail Creek, which right of way shall be equal in width to the stream bed of Westcreek and Trail Creek. No owner of any lot in said subdivision shall be allowed to alter or change the course of Westcreek or Trail Creek throughout the platted area, and no owner of land shall be allowed to erect dams across said streams.

20. Every owner of a lot within the subdivision shall be granted a perpetual right of way or easement for ingress and egress to such respective lot across the existing private roadways shown on the plat of Westcreek Lakes Subdivision, Vacation and Refiling of Westcreek Lakes Subdivision Filing No. 1 and Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 2, and said roads and right of way shall at all times remain free, open and unobstructed, for the private use of owners of lots within the subdivision for ingress and egress to their respective lots within the platted subdivision from the platted and dedicated County Road.

21. Nothing herein shall be construed in any manner to apply to lots or areas designated on either of the plats as recreational.

22. Invalidiation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

23. These covenants shall run with the land and shall be binding on all owners of lots in the subdivision for a period of 10 years from the date these covenants are recorded, at which time said covenants may be automatically extended for successive periods of 10 years, unless by a vote of a majority of the then owners of lots within Westcreek Lakes Subdivision, Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 1, and Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 2, and its additions, it is agreed that said covenants shall be changed, modified or rescinded.

24. These covenants shall be for the benefit of all present and future owners of property subject to this declaration and it is hereby declared that any breach of the provisions of this declaration cannot adequately be compensated for by recovery of damages and that any party and any future owner may require and shall be entitled to the remedy of injunction to restrain any breach of this declaration in addition to any other remedies, which may exist. No change of condition or circumstances shall operate to extinguish, terminate or modify any of the provisions of this declaration, that they shall be extinguished, terminated or modified only by the expiration of time and the failure to renew the same as hereinabove provided for.

25. Violation of any restrictions contained or provided for in this declaration shall give the undersigned and in the event the undersigned fails to act within a reasonable time any owner of property subject to this declaration, in addition to all other remedies provided for by law, the right to enter upon the land upon or as to such violation, exists and abate or remove the same, using such force as may reasonably be necessary at the expense of the owner thereof, an erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof and neither the undersigned nor its agents or employees or any other lot owners shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. The owner of said premises agrees to pay the undersigned upon demand the costs and expenses of such abatement and such costs and expenses shall be a lien upon the premises.

a. Every violation or breach of this declaration is hereby declared to be and constitute a nuisance and every remedy allowed by law or equity against

a nuisance, either public or private, shall be applicable thereto and not exclusive.

b. The undersigned shall not be liable in any way whatsoever for failure or omission to take action of any kind for the enforcement or any restriction or violation thereof.

c. The failure of the undersigned or any other property owner to take action in the event of any one single breach of any of these covenants shall not be construed to be a consent of this declaration.

IN WITNESS WHEREOF, the undersigned have caused this declaration of restrictions and protective covenants for all property in Westcreek Lakes Subdivision, Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 1, and Vacation and Refiling of Westcreek Lakes Subdivision, Filing No. 2 to be filed and recorded on this 29th day of July, 1985.

WESTCREEK LAKES COVENANT
REVISION COMMITTEE

Dana O'Hesterback

Ray Higdon

William A. Marion Jr.