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of

PROTECTIVE COVENANTS

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WHEREAS FRANKLIN L. BURNS, JOAN BURNS LeFANT, T.

MITCHELL BURNS, DANIEL POSTER BURNS, AKSEL NIELSEN AND ANDREW
DYATT are the owners of the entire subdivision known as "Burns
Brentwood Subdivision Filing No. 2", situate in the City and
County of Denver and State of Colorado; and

WHEREAS it is desired to maintain said real property
as a high class residential district;

NOW THEREFORE said owners do hereby declare, im-
pose and establish conditions and protective covenants with
respect to said real property as follows:

1. Only persons of the Caucasian race shall own, use or
occupy any dwelling or residence erected upon said lots or tracts;
provided, however, that occupancy by persons of another race who
are employed as domestic servants by the occupying owner or
occupying tenant shall not constitute a violation of the pro-
tective covenant.

2. All lots or tracts of land included in the above des-
cription shall be used for residential purposes only, and no more
than one detached single family dwelling shall be built on a
residential building plot. A residential building plot shall
consist of an area of not less than 6,000 sq. ft. and shall not
be less than 50 ft. wide at the front set-back line. The dwelling
erected thereon shall not exceed two and one-half stories in
height. There may also be a private garage erected thereon for
no more than two cars.

3. The ground area of such residence shall not be less than
575 sq. ft. for a one-story building and not less than 500 sq. ft.
for residences from one and one-half stories to two and one-half
stories in height.

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4. The residence and garage shall be of the same type of construction, so far as fire classifications are concerned. Both must come under the same fire classification, as established by the City and County of Denver.

5. No building, except a detached garage located 75 ft. or more from the front lot line, shall be located nearer than 3 ft. to any side lot line, but in any event, the sum of the side yards for the residential structure shall not be less than 10 ft. No fence shall be erected on any portion of a residential building plot beyond the front set-back line of the proposed structure.

6. No building or fence shall be erected, placed or altered on any building plot in the described property until the drawings, specifications and plot plan showing the location of such building or fence have been approved in writing as to external design and as to location of such building or fences on the site, by a committee composed of three (3) members, designated by Burns Brentwood, Inc., the development corporation. In the event said committee, or its designated representative, fails to approve or disapprove such design and locations within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit by reason of the erection of such building or fence or the making of such alterations has been commenced prior to 3 months after the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The members of such committee shall not be liable in any manner for any action or failure of action taken in these premises. The powers and duties of such committee shall cease on and after May 1, 1967. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in said subdivision, and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee. In the event such instru-

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ment of appointment is not executed and recorded prior to said date, the said Burns Brentwood, Inc. may have the right, within ten days after said date, to execute and record such an instrument of appointment. Any such committee, representative or representatives shall have the power to make such changes in Paragraph IV of these Covenants as may be deemed advisable.

7. No cows, pigs, horses, chickens, or other livestock shall be raised, grown, bred, maintained or cared for upon said premises, or any part thereof; provided, however, that nothing herein contained shall prevent any owner of any lot or tract from maintaining, keeping, and caring for domestic household pets.

8. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No trailer, basement, tent, shack, garage, barn, or other outbuildings erected on any of the described lots 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.

10. None of the foregoing shall be construed as conflicting with any present or future zoning laws, ordinances, or regulations. Any such present or future zoning laws, ordinances, or regulations shall be considered a part hereof, and shall govern the use of all of said real property.

Each of the above reservations, conditions, and covenants shall be considered a part of every deed given by present or future owners, and shall run with the land and be binding on all grantees and all persons claiming under them, until January 1, 1968, at which time this Declaration shall be automatically extended for successive periods of ten years unless prior to that time, by vote of a majority of the owners of all the lots then subject to this Declaration, it is agreed to change or repeal said "Protective Covenants" and their conditions, in whole or in part. Prior to January 1, 1968, a majority of such owners may at any time change or repeal said

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"Protective Covenants" and their conditions in whole or in part. Any such action for a change or repeal as above referred to shall be evidenced of record.

The word "owners" as used in this Declaration shall be construed to include all owners of lots or building sites in BURNS BRENTWOOD SUBDIVISION FILING NO. 2 and in the area bounded by West Jewell Avenue and West Yale Avenue, South Federal Boulevard and South Lowell Boulevard.

If any grantee or his heirs, legal representatives, successors, or assigns, shall violate any condition herein, any other owner of real property included in the above described real property may lawfully prosecute any proceedings in law or equity against such person or persons, either to prevent him or them from so doing, or to restrain any violation hereof by perpetual injunction and to recover such damages as may ensue by virtue of such violation.

Invalidation of any one of these reservations, conditions, and covenants by judgment or court order shall in no wise affect any of the other provisions of this Declaration.

IN WITNESS WHEREOF, The said Franklin L. Burns, Joan Burns LeFant, T. Mitchell Burns, Daniel Foster Burns, Aksel Nielsen, and Andrew Dyatt have hereunto set their hands and seals this 28th day of June, A. D. 1949.

Franklin L. Burns
Joan Burns LeFant
By Franklin L. Burns
Her Attorney in Fact
T. Mitchell Burns
Daniel Foster Burns
Aksel Nielsen
Andrew Dyatt

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STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument, consisting of five pages including this page, was acknowledged before me this 28th day of June, A. D. 1949, by Franklin L. Burns, Franklin L. Burns as Attorney in fact for Joan Burns LeFant, T. Mitchell Burns, Daniel Foster Burns, Aksel Nielsen, and Andrew Dyatt.



WITNESS my hand and official seal.

John E. Dodd.
Notary Public

My commission expires: *October 15, 1950*

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