

**PROTECTIVE COVENANTS**  
**HYLAND HILLS – ALL FILINGS**  
**Clear Creek County**

1. These restrictions or protective covenants do not apply to nor affect lettered tracts shown on the official Plat of Hyland Hills First Filing.
2. No structure shall be placed, erected, altered or permitted to remain on any building sites other than one detached, single-family dwelling not to exceed two stories in height, a private garage for not more than three cars, and other out-buildings incidental to residential use of any lot.
3. No building or structure shall be erected, placed or altered on any lot until the building plans, specifications, and plot plan showing the location of such building or structure have been approved in writing as to general plan and external design and as to the location of the structure with respect to property and set-back lines by the subdivider or its duly appointed agent. (see below for contact information) Should the subdivider or its agent fail to approve or disapprove such plan, design and location within thirty days (30) after such plans and specifications have been submitted to it or if no suit enjoin the erection or alteration of any building or structure as been commenced prior to the completion thereof, then such approval shall not be required and the plans, specifications and plot plans shall be deemed to have been approved. Neither the subdivider nor its agent shall receive an compensation for the services mentioned herein.
4. All numbered lots shall be limited to residential use only and no noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done which ma become an annoyance or nuisance to the neighborhood.
5. No cows, cattle, swine, goats, or sheep shall be kept nor commercial horse raising engaged in within limits of the subdivision. Horses shall be permitted but restricted to not more than two per numbered lot and to be confined in such manner within the lot that they will not become offensive or a nuisance to the neighborhood.
6. No dwelling shall be permitted or erected on any lot with a ground floor area, exclusive of one story open porches and garages, less than 750 square feet for single story structure or 600 feet for two story structures.
7. No basement, tent, shack, garage, barn, trailer, outbuilding, or any temporary structure shall be occupied or used as a residence.
8. An easement eight feet wide is excepted and reserved along all side and rear lot lines of said lots for utility installation and maintenance; provided, however, the owner hereby reserves to itself, its successors and assigns, the right to vacate the easement along any interior side lot lines if two or more adjoining lots are sold for use as a single dwelling site.
9. When public sewers become available, all dwellings must make use thereof and pending availability of sewers each dwelling must be provided with a disposal system of a design in accord with the recommendations of the State Public Health Department and correctly installed to be harmless to other and adjoining property.
10. Except upon written permission of the subdivider or its agent, no timber of size greater than three inches in diameter at the base shall be removed from any lot or destroyed unless necessary to provide the location for a residence, outbuilding, private garage, servant's quarters, or other improvements necessary or suitable to be erected upon residential property.
11. No billboard or other advertising device shall be erected or permitted on any lot nor shall anything be done or permitted on any lot which will deface or mar the natural scenery thereon.
12. The provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding upon the undersigned, its successors and assigns until July 31, 1981, after which time said provisions shall automatically extend for successive ten year periods; provided, however, that at any time after July 31, 1981, the owners of a majority of the lots in Hyland Hills – First Filing may, by instrument in writing duly signed, acknowledged and recorded in the office of the Recorder of Clear Creek County, change revoke or alter said provisions in whole or in part.

13. In case of any violations of any of the provisions hereof, the owner or owners of any lot in Hyland Hills – First Filing may, in addition to other remedies at law or in equity including action for damages, have such violations perpetually enjoined or, in the case of the erection or maintenance of any building, structure or thing removed by proper legal proceeding.

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

Book 278 ADDENDUM TO RESTRICTIVE COVENANTS

Page 112 HYLAND HILLS

The following additional restrictive covenants shall run with the land to all lots and blocks in Hyland Hills:

1. No owner of any lot or block or lands in Hyland Hills shall permit or allow any construction to be started and to remain unfinished for a period of time longer than eighteen (18) consecutive months from date of the start of any structure on any lot or block of land owned by such person or persons within Hyland Hills. In the event of such failure, the owner of any other lands within Hyland Hills may bring action within any court of law to cause such structure to be completed or demolished, and the costs, expenses and judgment of such action, plus reasonable attorney fees, shall be and remain a first charge against the property until paid.

Construction Contact:

Orley Burgess

1694 Aspen Drive

Evergreen CO 80439

303-674-4765