

CRESCENT PARK LAND & HOMEOWNERS ASSOCIATION

PROTECTIVE COVENANTS

Jefferson County, Colorado
Recorded: September 01, 1965

1. Specified tracts not less than one acre shall be used for private residential purposes and not more than one single family dwelling and accessory outbuildings, all for private use only, shall be erected on each lot or tract and no dwelling or accessory building shall be constructed within 25 feet of side lot or tract line nor within 50 feet of the front or tract line.
2. Each principle dwelling shall be of new construction and shall have as a minimum, a fully enclosed ground floor area devoted to living purposes, of 900 square feet (exclusive of porches, terraces, and garage). All structures shall be of good quality, constructed under the supervision of a builder or general contractor, built in accordance with Jefferson County building codes and specifications. No basement or foundation excavation will be permitted until immediately prior to construction.
3. No trailer, tent, basement, garage, barn or any structure of a temporary character shall be occupied as a residence, either temporarily or permanently.
4. No outside toilets or sheds, except as necessary in the case of construction of a dwelling shall be erected and allowed to remain. All sewage shall be disposed of by systems approved by the local board of health, and all plumbing must conform to State and County regulations and requirements.
5. No portion of the property shall be used as a dumping ground for rubbish, trash, garbage or other wastes, and shall not be kept except in sanitary containers. No wrecked or junk equipment, automobiles or trucks will be allowed to remain on any lot or tract.
6. No open fires will be permitted. Only enclosed incinerators with proper fire protection covers shall be used for disposal of burnable waste and trash. All fireplace chimneys shall be equipped with spark arrester screens.
7. All buildings shall be of frame, brick or stone construction, or a combination of the same. Cinder block or cement portions of buildings must be painted or plastered. No residential building shall be roofed with sheet metal or rolled roofing unless covered with crushed rock or similar substance. No building shall be constructed with the exterior covering of black tar paper, pine slabs, or unfinished mill log siding or sheet metal or of similar unsightly material or appearance.

8. All plans and specifications for construction of buildings or other improvements shall be submitted prior to the commencement of any such construction to the developer for review and approval, as to conformity of such plans and specifications with these protective covenants, or to an architectural control committee consisting of three, designated by the developer.

9. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or tract, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, and are not allowed to become a nuisance, and further, except that horses may be kept on lots or tracts of not less than two acres; provided they are not stabled or used for commercial purposes, and are adequately restrained by suitable fencing on the owners property.

10. None of the native spruce, pine or aspen trees in *CRESCENT PARK* will be cut or removed for commercial purposes, and only to the extent necessary for construction or improvements and landscaping upon the property. No owner shall allow any condition to exist that will detract from the general good appearance of the area.

11. Dedicators reserve unto themselves, their heirs and assigns an easement 16 feet in width on either side and adjacent to road rights of way as dedicated on the plat for Installation and service of utilities, and drainage and the right to grant, convey, assign or transfer such reservations to any person or corporation, private or municipal.

12. 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 twenty-five years from the date these covenants are recorded [1965-1990], after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots or plots has been recorded agreeing to change said covenants in whole or part.

13. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions, and covenants, either to restrain violations or to recover damages, or both.

14. Invalidation of any one of these restrictions by judgement or court order shall in no wise [way] affect any of the other provisions which shall remain in full force and effect.

- Retyped from original by Jeff Calebaugh 7/11/12