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**Book/page number or reception number: 78114221**

**Date: 12/15/1978**

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**RESTATED SUPPLEMENTARY DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR**  
**GENESEE FILING NO. 14**

THIS RESTATED SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter the “ Restated Supplementary Declaration”) is made as of this 1<sup>st</sup> day of December, 1978, by THE FIRST NATIONAL BANK OF DENVER, a National Banking Association (hereinafter referred to as “Declarant”) for and on behalf of GENESEE LAND COMPANY, a limited partnership (hereinafter referred to as “Developer.”).

**R E C I T A L S:**

- A. There has heretofore been recorded a Declaration of Covenants, Conditions and Restrictions for certain real property located in Jefferson County, Colorado, (the “Declaration”), dated March 10, 1975 and recorded March 28, 1975 in Book 2714 at Page 901 in the records of the Clerk and Recorder of Jefferson County, Colorado.
- B. Pursuant to Article II of the Declaration, the Developer shall have the right to make subject to the Declaration additional real properties by filing of record supplementary declarations with respect to such additional real properties, the effect of which shall be to extend the coverage of the Declaration to such additional real properties and make such additional real properties subject to

assessments for their just share of the expenses of the Genesee Foundation (the "Foundation").

- C. Declarant and Developer have heretofore recorded a Supplementary Declaration dated March 14, 1978, and recorded March 14, 1978, at Reception Number 78022240 in the records of the Clerk and Recorder of Jefferson County, Colorado, with respect to the Additional Property (as that term is hereafter defined).
- D. Declarant and Developer desire to make the Declaration applicable to certain additional real property located in Jefferson County, Colorado (the "Additional Property"), which Additional Property is described in Exhibit 1 attached hereto and incorporated by reference herein by the recording of this Restated Supplementary Declaration.

NOW, THEREFORE, the Declarant declares that the Supplementary Declaration described in Recital "C" above is hereby superceded in its entirety by this Restated Supplementary Declaration and that the Additional Property is and shall be held, transferred, sold, conveyed, leased and occupied subject to the protective covenants, conditions, and restrictions set forth in the Declaration and in this Restated Supplementary Declaration, all of which shall run with the land.

#### Section 1. Applicability of the Declaration.

Pursuant to Article II of the Declaration, the coverage of the Declaration shall be and is hereby extended to the Additional Property described on Exhibit 1 (which Additional Property is sometimes specifically referred to herein as "Genesee Filing No. Fourteen"), which Exhibit is attached hereto and incorporated by reference herein, and such Additional Property is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements, charges, liens and rights set forth in the Declaration and hereinafter set forth, all of which shall run with the land.

#### Section 2. Single Family Lots ("Lot(s)").

##### (a) Permitted Uses.

(1) No noxious or offensive activity shall be carried on at any Lot, nor shall anything be done or placed therein which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots or the General or Special Common Properties.

(2) Home occupations shall be limited by right to persons engaged in the professions of medicine, dentistry, law, design and fine arts, and other self-employed types of occupations, including but not limited to

accounting, realty, needlecrafts, and collecting and marketing of objets d'art. All such occupations shall be subject to the approval of the Architectural Review Committee and the following provisions:

(i.) Any occupational use must be located within the Dwelling used by such person for his or her home and no external evidence thereof shall be permitted.

(ii) The total area devoted to occupational use shall not exceed twenty-five percent (25%) of the gross floor area of the dwelling, and in no event shall the same exceed four hundred (400) square feet. Garages or porches attached or otherwise, shall not be included in the floor area.

(iii) Only one (1) assistant not a resident of the premises may be employed at any one time.

(iv) Such home occupations may be engaged in by the occupant only, and may not be transferred between ownerships or from Lot to Lot.

(v) Other similar home occupations may be engaged in if not detrimental to other Owners, if permitted by the Jefferson County Zoning Code, but only if such activity is approved by the Architectural Review Committee.

(3) No oil or gas drilling or mining operations or extraction operations of any kind shall be permitted on any Lot. No Lot Owner shall be permitted to drill well intended for the extraction of water from the ground, nor construct a septic or sewage disposal system on any Lot without prior approval of the Architectural Review Committee. The Genesee Water and Sanitation District shall install or cause to have installed water distribution and sewer collection lines to a point proximate to the property line of each Lot or in the roads adjacent thereto, and connection by the Lot Owner to the facilities of the District shall be mandatory.

(4) No Lot shall be used other than for residential purposes, except as provided in Subsection 2(a)(2) of this Restated Supplementary Declaration. Each Dwelling constructed on a Lot shall contain a minimum of one thousand, five hundred (1,500) square feet of fully enclosed floor area devoted to primary living space (exclusive of roofed or unroofed porches, terraces, garages, unfinished basements or other structures). A maximum of two (2) buildings shall be permitted on each Lot, one (1) of which shall be utilized as a residence, with the other building serving as a garage, studio, green house, guest or servant quarter or combination thereof. The restrictions set forth in this subsection 4 may be varied or

waived by the Architectural Review Committee at its Discretion upon good cause shown.

(5) In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Property, all property lines shall be kept free and open one to another and no fences or plantings stimulating fencing shall be permitted on any Lot or Lot lines, except where, in the opinion of the Architectural Review Committee, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area.

(6) No clothes line or equipment intended for children's recreational use, such as swing sets and slides, shall be placed within the Lot in such a way as to be exposed to view from roads, General or Special Common Properties or other Lots, unless said clothes line or equipment is surrounded by fencing or other screening approved by the Architectural Review Committee. This restriction is intended to shield from view, in a practical and attractive way, such installations and shall not be so construed as to exclude installations tastefully hidden among trees or rock formations.

(7) No exterior antennas shall be permitted except as approved by the Architectural Review Committee, and in any event, such antennas shall be placed at in such a manner and location as to be least visible from neighboring Lots, General or Special Common Properties or roads.

(8) No elevated tanks or appurtenances of any kind shall be erected, placed, or permitted upon any part of a Lot. Any tank used in connection with any dwelling (e.g., for storage of gas, oil or water) and any type of refrigeration or heating apparatus must be located underground or concealed by appropriate fencing or screening. The restrictions contained in this subsection (8) may be varied or waived only with the prior approval of the Architectural Review Committee.

(9) All electric, telephone, television, radio, and other utility lines shall be placed underground when extended from the Lot line to any dwelling or other improvement on the Lot.

(10) No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of dwellings and other improvements or essential to the function of community services shall be placed or located thereon on any Lot or on the General or Special Common Properties.

(11) No permanent exterior lighting of any sort shall be installed or maintained on any dwelling or other improvement on the Lot, the light source of which is visible from a neighboring Lot or Lots, from the General or Special Common Properties, or from roads. All lighting must be in conformity with lighting standards promulgated by the Architectural Review Committee from time to time.

(12) Trees shall not be cut or tree roots disturbed by trenching on the Lot without prior approval of the Architectural Review Committee.

(b) Special Lot Restrictions.

(1). Height. In no event shall any detached single family dwelling unit or structure on any Lot exceed a height of thirty-five (35) feet. Measurements shall be taken from the highest point of natural grade adjacent to the foundation of such dwelling or other improvement. On the following enumerated Lots, the Architectural Review Committee shall discourage and has the right to prohibit the construction of a dwelling, or any portion thereof or attachments thereto, or other improvement which exceeds the elevation listed below for the respective Lot. The elevation data set forth below is based upon topographic surveys in the possession of The Ralson Group, Inc., an Oregon corporation (“Ralston”) and the information contained in such surveys as to elevations shall, for the purpose of these restrictions on height, be deemed conclusive. Copies of the aforesaid topographic surveys are available at the office of Ralston for review.

<u>Lot No.</u>	<u>Elevation</u>
6	7520
7	6520
11	7485
12	7495
13	7465
27	7380
38	7367
39	7400
40	7395
41	7370
42	7338
81	7406
86	7406
87	7330
90	7368
100	7290
107	7352

(2) Setback, Drainage and Utility Easements. Unless otherwise approved in writing by the Architectural Review Committee, or appropriate Jefferson County Officials where required, construction of any dwelling or improvement, is prohibited on designated setback areas of all Lots. Certain Lots are subject to building envelope setting forth the only area within a Lot in which a residence may be constructed. Lots 46, 159, and 160 are subject to certain drainage easements which cross portions of said Lots. Further, Lots 3, 5, 7-8, 11-13, 20-21, 26, 28, 30, 31-32, 35, 39, 47, 49-52, 54-57, 59, 61-64, 75-80, 82, 84-86, 88-89, 91-97, 99, 101-103, 106-109, 114-116, 118, 120-25, 132, 134, 146, 148-51, 153, 155, 158-60, 162-63, 167, 172, 177, 189, 191-93, and 200-01 are subject to utility easements. The Architectural Review Committee shall have the right to prohibit construction of any dwelling or other improvement on the areas subject to such easements. The approximate setback areas, drainage, and utility easements are shown on Exhibit 2 to this Restated Supplementary Declaration, which Exhibit is entitled "Development Guide Genesee Filing No. 14" and dated November 30, 1978.

(3) General. The restrictions and limitations set forth in Section 2(b)(1) and (2) of this Restated Supplementary Declaration are in addition to, but not in lieu of the other restrictions and limitations contained in the Declaration, and any further Supplementary Declarations. The restrictions set forth in this Section 2(b) may be varied or waived by the Architectural Review Committee at its discretion upon good cause shown unless otherwise prohibited by applicable zoning or platting requirements.

(c) Livestock and Pets.

No domestic animals or fowl totaling more than three (3) generally recognized house or yard pets shall be maintained any Lot. If an Owner chooses to keep house or yard pets, said Owner shall at all times have them under his or her control, whether within the Lot or in any other location within the Property. Animals shall not be permitted to roam at will, and at the option of the Developer or the Foundation, steps may be taken to control any animals not under the immediate control of their Owners, including the right to impound animals not under such control and charge substantial fees to their Owners for their return. Developer and the Foundation shall have the right to adopt further rules and regulations to enforce this provision.

No horses shall be kept or otherwise maintained within Lots. Further, no horses shall be ridden or otherwise permitted on any of the General or Special Common Properties, except in those areas specifically designated by Developer or the Foundation for such purposes.

(d) Landscaping and Maintenance.

(1) Lot Owners are encouraged to landscape their Lots using indigenous species. The Architectural Review Committee shall retain the right to require that the trees or shrubs on Lot be located or trimmed so as to preserve or enhance the view from other Lots within the immediate vicinity.

(2) No Lot shall be used or maintained as a dumping ground for rubbish. No garbage, trash or other waste shall be placed anywhere other than in covered sanitary containers which shall be maintained in good and clean condition. Containers shall be made of a material which will minimize noise during handling. No waste shall be burned upon any Lot. All garbage and trash collection and disposal shall be in strict compliance with the rules of the Foundation.

(3) No exterior fires shall be permitted except for barbeque fires contained within receptacles designated for that use. No coal or other type of fuel which gives off smoke, excepting wood and charcoal, shall be used for heating, cooking or any other purpose within a Lot unless approved by the Architectural Review Committee.

(4) A Lot and all improvements thereon shall be maintained at all times by the Owner in good condition and repair. The Owner shall cause all dwellings and other improvements to be refinished, resurfaced or repaired periodically as effects of damage, deterioration or weather become apparent. Appearance, color, type of painting or stain or other exterior condition shall not be changed without prior approval of the Architectural Review Committee. All appropriate repairs and replacements shall be made as often as necessary. Unsightly conditions shall constitute a nuisance as defined in Section 2(a)(1) hereof.

(5) Lot Owner shall maintain the landscaping as approved by the Architectural Review Committee upon his Lot in good condition. An Owner shall remove weeds and water and trims lawns and shrubs as often as the same shall become necessary, and otherwise remove waste materials from his Lot.

(e) Automobile, Boat, and Camper Parking.

(1) Trucks, trailers, mobile homes, truck campers, boats, and commercial vehicles shall not be kept, placed or maintained upon any Lot, road, private drive or on the General or Special Common Properties in such a manner that such vehicle or boat is visible from neighboring Lots, General and Special Common Properties, or roads. The provisions of this

paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any dwelling or other improvement permitted by this Restated Supplementary Declaration. An appropriate parking area may be designated by Developer for the parking and storage of recreational vehicles, and all such vehicles not placed within Lots in conformity with the above requirements shall be parked in the approved storage area if any is so designated. A reasonable fee may be charged by the Developer for use of such vehicle parking area. If Developer does not designate any such storage area, all recreational vehicles not properly parked within a Lot must be parked outside of the Additional Property and any other real property subject to the Declaration. Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempted from the provisions of this paragraph providing that they do not remain within a Lot in excess of the reasonable period of time required to perform such commercial function.

(2) Each Dwelling shall include at least two (2) completely enclosed and at least two (2) outside parking places within the Lot. If approved by the Architectural Review Committee, garages may be totally detached from the dwelling and need not be joined by any architectural features. Temporary parking shall be permitted on roads and streets only in areas designated by the Architectural Review Committee and may be prohibited by Foundation or the Developer from time to time in order to permit the removal of snow accumulation on and maintenance of the roads and streets.

(3) No trailer, vehicle, or boat shall be constructed, reconstructed, or repaired upon any Lot in such a manner that such activity is visible from neighboring Lots, General or Special Common Properties or roads.

(4) All garage doors shall be kept closed at all times, with the exception of those times a vehicle is actually entering or exiting the garage. The door may remain open for periodic maintenance of the door or garage area.

(f) Signs. No signs whatsoever shall be permitted within any Lot, with the exception of those listed below:

(1) Signs required by legal proceedings.

(2) Residential identification signs constructed of materials which are compatible with the architecture of the area, and these shall be subject to the approval of the Architectural Review Committee prior to the erection thereof. Such signs shall not exceed a total face area of two square feet.

(3) Signs of the type usually used by contractors, subcontractors and tradesmen may be erected during the authorized time of construction, provided those signs do not exceed a total face area of six (6) square feet.

(4) "For Sale" and "For Rent" signs may be erected upon a Lot, provided that no more than one (1) sign is erected and that such sign does not exceed a total face area of six (6) square feet unless otherwise approved in advance in writing by the Architectural Review Committee.

(5) No sign shall exceed a height of four (4) feet from grade.

(g) Butane, Propane, Fuel Oil and Natural Gas. Unless otherwise permitted by the Architectural Review Committee, if, at any time, natural gas lines are extended to a point proximate to a Lot and natural gas service thereafter is provided to dwelling on a Lot, the Owner of such dwelling shall discontinue use of liquefied propane, butane gas or fuel oil and shall connect to and utilize the aforesaid natural gas distribution services.

### Section 3. General and Special Common Properties .

- (a) No noxious or offensive activity shall be carried on at any of the General or Special Common Properties, nor shall anything be done or placed therein which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to Owners in the enjoyment of their Lots or the General or Special Common Properties.
- (b) All uses of General and Special Common Properties shall be subject to rules and regulations of the Foundation as promulgated and revised by the Directors thereof from time to time.
- (c) No improvement, excavation or other alteration shall be made so as to alter the General and Special Common Properties from its natural or existing state at the time of conveyance by the Developer to the Genesee Foundation unless approved in advance by the Architectural Review Committee or the Developer
- (d) Areas within the General and Special Common Properties is to be utilized for recreational facilities may be so developed by either the Developer or the Genesee Foundation, subject only to prior approval of the Architectural Review Committee.
- (e) Uses of the undeveloped and unimproved General and Special Common Properties shall be limited to those activities which do not materially injure or scar the General and Special Common Properties or the vegetation thereon,

substantially increase the cost of maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners in the enjoyment of their Lots or the General and Special Common Properties unless sanctioned or approved by the Architectural Review Committee.

- (f) There shall be no camping or picnicking in the General and Special Common Properties except in those areas specifically designated by the Foundation for that purpose.
- (g) There shall be no fires started or maintained in the General or Special Common Properties except fires started by the Foundation or its employees incidental to the maintenance of the General and Special Common Properties and except for cooking and campfires in those areas designated for that use and in recreational facilities in which the same shall expressly be permitted.
- (h) No domestic animals shall be permitted on the General or Special Common Properties except:
  - (1) Generally recognized house or yard pets accompanied by and under the control of their Owners;
  - (2) Horses upon paths and other areas designated as bridle paths and upon equestrian facilities intended for that use.
- (i) The use of snowmobiles, motorcycles or other motorized vehicles off the roadways is expressly prohibited within the General and Special Common Properties except as required for emergency and maintenance purposes.
- (j) Uses of bicycles shall be limited to the roads and bike trails provided for their use.

Section 4. Limitations on Annual Assessments.

With reference only to the Additional Property covered by this Restated Supplementary Declaration, the annual assessments provided for pursuant to the Declaration shall commence one (1) year from the date of conveyance from Ralston to the first Owner thereof, or until the date of occupancy of the dwelling on a Single Family Lot, whichever is earlier. However, notwithstanding, the foregoing assessments will commence for all Lots no later than January 1, 1982. The annual and Special assessments shall be in such amounts as are fixed by the Board of Directors of the Foundation pursuant to the Declaration, and shall be without limitation. Nothing contained in this Restated Supplementary Declaration or in the Declaration shall prohibit, by implication or otherwise, special assessments for capital improvements, emergencies, exterior maintenance and capital contributions, all as provided for in Sections 3, 4 and 5 of Article V of the Declaration.

IN WITNESS WHEREOF, The First National Bank of Denver, a National Banking Association, has executed this instrument the day and year first above written.

The FIRST NATIONAL BANK OF DENVER,  
A National Banking Association

By Mary K Anstine  
Vice President and Trust Officer

Attest:

\_\_\_\_\_  
Assistant Cashier

STATE OF COLORADO    )  
                  CITY AND            ) ss.  
COUNTY OF DENVER    )

The foregoing instrument was acknowledged before me this \_\_\_ day of December, 1978, by Mary K Anstine as Vice President and Trust Officer and Charles W. Smedley Jr. as Assistant Cashier of The First National Bank of Denver, a national banking association.

Witness my hand and official seal.

My Commission expires: September 1, 1979

\_\_\_\_\_  
Notary Public

RATIFICATION

Genesee Land Company, as the Developer pursuant to the Declaration of Covenants, Conditions, and Restrictions referred to hereinabove, does hereby join in, consent to and ratify the within Supplementary Declaration.

GENESEEE LAND COMPANY, a Colorado limited partnership

By:    PROPERTIES ADVISOR INC., a General Partner

By \_\_\_\_\_  
Vice President

F M SWATARA COMPANY  
A General Partner

By Kevin F. Donahoe  
Vice President

STATE OF PENNSYLVANIA     )  
  ) ss.  
COUNTY OF PHILADELPHIA     )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 1978, by Kevin F. Donahoe, Vice President on behalf of F M Swatara Company, a Pennsylvania corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

Carol Pierson  
Notary Public

STATE OF PENNSYLVANIA     )  
  ) ss.  
COUNTY OF PHILADELPHIA     )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 1978, by \_\_\_\_\_, President on behalf of Properties Advisors, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

Carol Pierson  
Notary Public

CONSENT AND SUBORDINATION

The undersigned, as owner of Genesee Filing No. 14, according to the recorded plat hereby consents to and joins in the attached Restated Supplementary Declaration and agrees that its interest in Genesee Filing No. 14 shall be subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Genesee, as supplemented.

THE RALSTON GROUP, INC., an  
Oregon corporation

By: \_\_\_\_\_  
James E. Clabaugh  
Executive Vice President

STATE OF COLORADO    )  
          CITY AND        ) ss.  
COUNTY OF DENVER    )

The foregoing Consent and Subordination was acknowledged before me this 8<sup>th</sup> day of December, 1979, by James E. Clabaugh as Executive Vice President on behalf of The Ralston Group, Inc., an Oregon corporation.

Witness my hand and official seal.

My commission expires: March 15, 1980

\_\_\_\_\_  
Notary Public

EXHIBIT 1

TO

RESTATED SUPPLEMENTARY DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

Genesee Filing No. 14, according to the recorded plat thereof, County of Jefferson, State of Colorado.

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