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**Book/page number or reception number: 78045595**

**Date: 5/22/1978**

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RESTATED  
SUPPLEMENTARY DECLARATION  
  
OF  
  
COVENANTS, CONDITIONS AND RESTRICTIONS  
  
FOR  
  
THE GENESEE ESTATE

THIS RESTATED SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Restated Supplementary Declaration") is made as of this 19<sup>th</sup> day of May, 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 the "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"), which Declaration was recorded in Book 2714 at Page 901, of 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 properties by filing of record supplementary declarations with respect to such additional properties, the effect of which shall be to extend the coverage of the Declaration to such additional properties and make such additional properties subject to

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

- C. In accordance with Article II of the Declaration, Declarant and Developer recorded a Supplementary Declaration of Covenants, Conditions and Restrictions for the Genesee Estate on March 9, 1978, at Reception No. 7802086 in the records of the Clerk and Recorder of Jefferson County, Colorado. In order to clarify certain terms and provisions of said Supplementary Declaration, Declarant and Developer desire to restate said Supplementary Declaration, which Restated Supplementary Declaration shall supersede, in its entirety, the previously recorded Supplementary Declaration of Covenants, Conditions and Restrictions for the Genesee Estate.
  
- 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 on Exhibit 1 attached hereto and incorporated by reference herein by the recording of this Restated Supplementary Declaration.

NOW, THEREFORE, Developer and Declarant declare that this Restated Supplementary Declaration of Covenants, Conditions and Restrictions shall supersede the Supplementary Declaration of Covenants, Conditions and Restrictions recorded on March 9, 1978, at Reception NO. 7802086, and declare further 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 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 Estate"), 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. The Genesee Estate consists of open space and an unplatted parcel consisting of approximately 100 acres, known as the Genesee Estate Lot. The description of the Genesee Estate Lot is set forth on Exhibit 1A attached hereto and incorporated by reference herein (sometimes hereinafter referred to as the "Genesee Estate Lot"). All references herein to the Genesee Estate Lot shall mean and refer to the entire one hundred (100) acre unplatted parcel described on said Exhibit 1A.

#### Section 2. Partition.

The Genesee Estate Lot may not, at any time, be partitioned into more than two (2) parcels. Only one (1) dwelling unit and one (1) other building as described in Section 3.4 below shall be permitted on each of said parcels. In the event the Genesee Estate Lot is divided into two (2) parcels as permitted herein, for the purpose of the Declaration, as supplemented, each of such parcels shall be considered a “Lot” and the owner(s) of each such parcel shall be subject to all of the provisions of the Declaration including, but not limited to, the obligation to pay annual and special assessments. All references herein to “Lot” shall mean and refer to the Genesee Estate Lot prior to the date the same is partitioned, if ever, and subsequent to said date, said references shall mean and refer to each of said two (2) parcels as described herein.

### Section 3. The Genesee Estate Lot.

#### (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 home occupations shall be subject to the approval of the Architectural Review Committee and the following provisions:

(i) Any occupational use must be carried on 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 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.

(v) If permitted by the Jefferson County Zoning Code, other similar home occupations may be engaged in if not detrimental

to other Owners, but only if such activity is approved by the Architectural Review Committee.

(3) No oil or gas drilling or the extraction thereof or any mining operations shall be permitted on any Lot. No Lot Owner shall be permitted to drill a 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 Developer shall install or cause to have installed water distribution and sewer collection lines to a point proximate to the property line of the Genesee Estate Lot or in the road adjacent thereto, and the Genesee Estate Lot Owner may connect to the facilities of the District.

(4) No Lot shall be used other than for residential purposes, except as provided in Subsection 3(a)(2) of this Restated Supplementary Declaration. Each residence constructed on any 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). As described above in Section 2, a maximum of four (4) buildings shall be permitted on the Genesee Estate Lot, two (2) of which may be utilized as residences, with the other two (2) buildings serving as garages, studios, greenhouses, guest or servant quarters, or combinations 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; provided, however, the Owner of any Lot shall be permitted to construct a fence or other enclosure on any Lot, subject to the prior written approval of the Architectural Review Committee. In no event will any fence or other enclosure be permitted to block or interfere with, in any way, the trail and equestrian easement hereinafter described.

(6) No clothes line or equipment intended for children's recreational use, such as swing sets and slides, shall be placed within any 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 antennae shall be permitted except as approved by the Architectural Review Committee, and in any event, such antennae shall be placed 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 any Lot. Any tank used in connection with any dwelling (i.e.. 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 any 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 located thereon or essential to the function of community services) shall be placed or used 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 any Lot, the light source of which is visible from a neighboring lot or lots, the General or Special Common Properties, or from roads. All lighting must also 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 any 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.

(2) Equestrian and Trail Easement. No dwelling, other building, fence or other enclosure shall be permitted on that portion of any Lot designated as the equestrian and trail easement. The legal description of such easement is set forth on Exhibit 1A attached hereto and the approximate location thereof is shown on Exhibit 1A to this Restated Supplementary Declaration, which Exhibit 1A is entitled "Development Guide, Genesee Estate" and dated January 1978.

(3) General. The restrictions and limitations set forth in Sections 3(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 3(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 on 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 any 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. The Developer and Foundation shall have the right to adopt further rules and regulations to enforce this provision.

No more than two (2) horses may be kept or otherwise maintained within any Lot. No horses shall be ridden or otherwise permitted on any of the General or Special Common Properties, except in those areas specifically designated by the Developer or the Foundation for such purpose.

(d) Landscaping and Maintenance

(1) The owner of a Lot is encouraged to landscape his Lot using indigenous species. The Architectural Review Committee shall retain the right to require that trees or shrubs on any 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. Said containers shall be maintained in good and clean condition and 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 thereof 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 any Lot unless approved by the Architectural Review Committee.

(4) All Lots and all improvements thereon shall be maintained at all times by the Lot Owner in good condition and repair. The Lot 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 3(a) (1) hereof.

(5) The 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 trim and water lawns and shrubs as often as the same shall become necessary, and otherwise remove waste materials from any 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, 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 Subsection (e) 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 shall be designated by the Developer for the parking and storage of recreational vehicles, and all such vehicles not placed within any Lot in conformity with the above requirements shall be parked in the approved storage area. A reasonable charge may be made by the Developer for use of such a vehicle parking areas. Commercial vehicles engaged in the delivery or pick up of goods or services shall be exempted from the provisions of this Subsection (e); providing that they do not remain within any Lot in excess of the reasonable period of time required to perform such commercial function.

(2) Each residence shall include at least two (2) completely enclosed and two (2) outside parking places within any 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 the Foundation or the Developer from time to time in order to permit

the clearance 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 (2) 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" or "For Rent" signs may be erected upon a Lot, provided that no more than two (2) signs are erected and that each such sign does not extend 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 any Lot and natural gas service thereafter is provided to the dwelling(s) on the Lot, the Owner(s) of such dwelling(s) shall discontinue use of liquefied propane, butane gas or fuel oil and shall connect to and utilize the aforesaid natural gas distribution services.

#### Section 4. 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 thereon 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 their natural or existing state at the time of conveyance by the Developer to the Foundation unless approved in advance by the Architectural Review Committee or the Developer.
- (d) Areas within the General and Special Common Properties to be utilized for recreational facilities may be so developed by either the Developer or the Foundation, subject only to prior approval of the Architectural Review Committee.
- (e) Uses of the undeveloped and unimproved General or Special Common Properties shall be limited to those activities which do not materially injure or scar the General or Special Common Properties or the vegetation thereon, substantially increase the cost of maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners of neighboring lots in their enjoyment of their lot or the General or Special Common Properties unless sanctioned or approved by the Architectural Review Committee.
- (f) There shall be no camping or picnicking in the General or 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 or 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 5.     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 the Developer to the first Owner thereof or until the date of occupancy of the first dwelling constructed on the Genesee Estate lot, whichever is earlier. 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 the event the Genesee Estate Lot is divided in accordance with Section 2 above, the Owner of each parcel shall be deemed to be the Owner of a Lot for the purposes of the Declaration, as supplemented, and shall be responsible for all regular and special assessments as may be imposed by the Board of Directors of the Foundation.

IN WITNESS WHEREOF, the First National of Denver, a national banking association, has executed this Restated Supplementary Declaration of Covenants, Conditions and Restrictions the day and year first above written.

THE FIRST NATIONAL BANK OF DENVER,  
a national banking association

By \_\_\_\_\_  
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 19<sup>th</sup> day of May, 1978, by Milton G. Janacek as Vice President and Trust Officer and by Charles W. Smedly as Assistant Cashier of the First National Bank of Denver, a national banking association.

Witness my hand and official seal.

(SEAL)

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

My commission expires:    9-21-79

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 Restated Supplementary Declaration of Covenants, Conditions and Restrictions.

GENESEEE LAND COMPANY, a limited partnership

PROPERTIES ADVISOR, INC., a general partner

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

F M SWATARA COMPANY,  
a general partner

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

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

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 1978, by Donald L. Goetz, as Vice President of Properties Advisor, Inc., a Delaware corporation.

Witness my hand and official seal.

(SEAL)

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

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

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF DENVER            )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 1978, by Donald L. Goetz , as Vice President of F M Swatara Company, a Pennsylvania corporation.

Witness my hand and official seal.

(SEAL)

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

My commission expires \_\_\_\_\_.

EXHIBIT 1

TO

RESTATED SUPPLEMENTARY DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

A parcel of land located in the West ½ of Section 29, Township 4 South, Range 70 West of the 6<sup>th</sup> P.M., more specifically described as follows:

Beginning at the Northwest corner of said Section 29;  
thence along the North line of said Section 29, North 87° 32'45" East, 293.00 feet to a point;  
thence South 00° 15'53" East, 600.00 feet to a point;  
thence North 87° 33'34" East, 354.98 feet to a point;  
thence South 00° 29'33" East, 718.67 feet to a point;  
thence South 75° 06'02" East, 2031.89 feet to a point on the East line of the NW ¼ of said Section 29;  
thence South 01° 10'45" East, 640.00 feet to the center of said Section 29;  
thence along the East line of the SW ¼ of said Section 29. South 01° 10'45" East, 1268.33 feet to a point;  
Thence South 85° 52'37" West, 2653.79 feet to a point on the West Section line of said Section 29;  
thence along said line North 00° 00'19" East, 1250.45 feet to the West ¼ corner of said Section 29;  
thence along said West line, North 00° 15'53" West 2661.73 feet to the Point of Beginning,

County of Jefferson,  
State of Colorado.

EXHIBIT 1A  
TO  
RESTATED SUPPLEMENTARY DECLARATON  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

A parcel of land located in the W ½ of section 29 T.4S., R. 70 W. of the 6<sup>th</sup> P.m., County of Jefferson, State of Colorado, more particularly described as:

Beginning at a point on the west line of said Section 29 from whence the N.W. corner of said section 29 bears NO' 15'53"W,1376.77 feet: thence S 75' 06'02"E, 2541.44 feet; thence S1' 10'45" E, 1352.68 feet; thence S 85' 52'37"W, 2484.40 feet to a point on the west line of said Section 29; thence along said west line N 0' 00'19"E, 899.54 feet to the W ¼ corner of said Section 29; thence continuing on the west line of said section 29 N 0' 15'53" W, 1284.97 feet to the point of beginning, said parcel containing 100.00 acres more or less, subject to the following described Trial and Equestrian Easement:

A Parcel of land located in the W ½ of section 20, T.4S., R.70W, of the 6<sup>th</sup> P.M., County of Jefferson, State of Colorado, more particularly described as follows:

Beginning at a point from whence the NW corner of said Section 29 bears N48' 30'08" W, 2967.91 feet; thence S75 06'02"E, 247.78 feet; thence S 1' 10' 45"E, 1352.68 feet; thence S 85' 52'37"W, 238.40 feet; thence N 1' 10'45"W, 1433.55 feet to the point of beginning said parcel containing 7.61 acres more or less.

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**Date: 5/22/1978**