

(Original recorded at: 3:45 o'clock PM 12/02/1980<sup>1980</sup> book 401, pages 167-176)  
(reception no: 261691 Carroll Hler recorder)

AMENDMENT  
TO  
DECLARATION OF PROTECTIVE COVENANTS  
FOR  
BEVERLY HILLS ESTATES, FILING NO. 1  
A SUBDIVISION SITUATE IN  
DOUGLAS COUNTY, STATE OF COLORADO

WHEREAS, the Protective covenants for Beverly Hills Estates, filing No. 1, dated February 28, 1957, and recorded April 17, 1957, in Book 120, at Page 400, Douglas County records, provide in relevant part as follows:

"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 (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part."

and;

WHEREAS, the signatories heron are the owners of more than a majority of the lots situate in said Filing No. 1, as evidenced by a certificate of ownership showing record ownership of said lots on the date when each of said signatories executed and acknowledged this Amended Declaration; which certificate is recorded on even date herewith; and

WHEREAS, the undersigned Beverly Hills property owners desire to maintain said real property as a first class residence area, do hereby for themselves, their successors, grantees or assigns, do hereby amend said protective covenants as follows;

- I. That the following unnumbered paragraphs shall be omitted from said covenants as recorded in Book 120 at Page 400 and 401, Douglas County Records; the

Third Paragraph, Page 400, consisting of 19 lines

Fourth Paragraph, Page 400, consisting of 24 lines

Fifth Paragraph, Page 400 and 401, consisting of 7 lines

First full Paragraph, Page 401, consisting of 3 lines and the

Second full Paragraph, Page 401, consisting of 9 lines

(Original recorded at: 3:45 o'clock PM 12/02/<sup>1980</sup>~~1990~~ book 401, pages 167-176)  
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and;

WHEREAS, the signatories heron are the owners of more than a majority of the lots situate in said Filing No. 1, as evidenced by a certificate of ownership showing record ownership of said lots on the date when each of said signatories executed and acknowledged this Amended Declaration; which certificate is recorded on even date herewith; and

WHEREAS, the undersigned Beverly Hills property owners desire to maintain said real property as a first class residence area, do hereby for themselves, their successors, grantees or assigns, do hereby amend said protective covenants as follows;

- I. That the following unnumbered paragraphs shall be omitted from said covenants as recorded in Book 120 at Page 400 and 401, Douglas County Records; the

Third Paragraph, Page 400, consisting of 19 lines

Fourth Paragraph, Page 400, consisting of 24 lines

Fifth Paragraph, Page 400 and 401, consisting of 7 lines

First full Paragraph, Page 401, consisting of 3 lines and the

Second full Paragraph, Page 401, consisting of 9 lines

- II. That the unnumbered paragraphs omitted pursuant to Section I above are hereby replaced by the following numbered paragraphs; Section II, Paragraphs 1 through 17 inclusive.
1. APPLICATION: the provisions contained in this Section II shall apply to Lots 1 through 24, Block 1, inclusive, Lots 1 through 20, Block 2, inclusive, Lots 1 through 20, Block 3, inclusive, and Lots 1 through 11, Block 4, inclusive, Beverly Hills Estates, Filing No. 1, Douglas County, Colorado.
  2. BUILDING SITE: A building site, hereinafter referred to as lot for the purpose of these covenants, is an area upon which a dwelling shall be erected containing a minimum square foot area as stipulated further in these covenants.
  3. LAND USE:
    - A. No lot shall be used except for residential purposes. No building shall be erected, placed, altered, or permitted other than a single family residence with garage and one storage building. Said storage building shall be no larger than 800 square feet, and construction shall be such that the appearance is similar or harmonious to the main dwelling. No large metal or quonset type building shall be constructed. All storage buildings shall be placed in the rear of the dwelling house.
    - B. Any home occupations shall be constructed entirely within the principal dwelling so that nothing is evident to change the residential character of the subdivision. No home occupation shall be conducted which increases traffic in the area or which requires parking or heavy equipment or storage of unsightly materials in the subdivision, in conformity with the Douglas County Zoning Ordinances.
  4. ARCHITECTURAL CONTROL: No building, wall fence or other structure will be erected, placed, or permitted on any lot until construction plans and specifications showing the kind of materials, shape, height, floor plans & exterior color schemes have been submitted to in writing and approved in writing by the Architectural Control Committee as to the workmanship, quality or materials and harmony of design with existing structures. No fence or exterior wall shall be erected, placed or altered on any lot nearer to any street than the building set back lines and shall not exceed 6 feet in height. All fences must be approved by the Architectural Control Committee. Approval shall be provided for in the following paragraph setting forth the duties of the Architectural Control Committee. All exposed concrete walls, concrete blocks, and other unsightly surfaces must be stuccoed, veneered or otherwise shielded from view. Two or more homes shall not be constructed from the same basic exterior plan.
  5. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall at all times be composed of two persons appointed by 188 Ltd., a Colorado general partnership and two persons appointed by the Beverly Hills Estates Homeowners Association, a Colorado Non-Profit Corporation. Each member will be requested to serve a term of one year. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have the authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. When all lots have by 188 Ltd., or at the end of three years, whichever comes first, the committee shall be reduced to and composed of three

people appointed by the Beverly Hills Estates Homeowners Association. A majority of the committee must approve in writing all construction for subject real property.

6. PROCEDURE: The Committee's approval or disapproval as required in these covenants, shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or structure or the making of such alteration has been commenced prior to the completion thereof then such approval will not be required, and this covenant will be deemed to have been complied with.
7. DWELLING SIZE: All residences shall be erected on said lots and shall have a ground floor area of main structure, exclusive of garages, porches, and terraces of at least:
  - 1 level ----- 1400 square feet
  - bi-level ----- 1000 square feet
  - multi-level ----- 1000 square feet on two ground levelsNo credit will be allowed for any finished area or basement having a finished floor more than three feet below the finished exterior grade.
8. BUILDING LOCATION: No building shall be permitted on any building lot nearer to the front lot line than a minimum of 24 feet, or nearer than a minimum of 25 feet from the side lot line except in such case where the contour of any lot or existing natural foliage interferes with the construction of a residence on any lot, then a minimum distance of 40 feet between any two buildings on adjacent lots shall apply, but approval of the Architectural Control Committee shall be required in accordance with the provisions of Paragraph 4 of these covenants.
9. TEMPORARY STRUCTURES: No temporary structure or portion of any building, basement, garage, or dwelling shall be occupied as living quarters until the exterior building has been fully completed, and any building commenced must be fully completed within one year from the start of construction. No temporary structures or temporary in character, trailer, mobile home, basement, shack, tent, garage, or barn shall be used on any lot any time as a residence.
10. SEWERS AND DISPOSAL SYSTEMS: When or if public sewers become available, dwellings then under construction or subsequently to be built, must make use thereof. Pending availability of sewers, when any improvements are erected on any lot in this subdivision, the owner shall, at the same time, construct a sanitary disposal system of design approved by the State Board of Health, and correctly install such system as to be harmless to adjoining properties.
11. EASEMENTS: Easements for installation and maintenance of utilities, drainage, as shown on the recorded plat (five feet wide on, over, and under all rear and side lot lines for utilities) shall be reserved as shown on said plat, excepting that the property owner shall have the right to vacate said lot line utility easement for the purpose of combining two or more lots into a single building site. Within these easements, no structure shall be placed which shall interfere with the installation or maintenance of utilities.
12. NATURAL FOLIAGE: No natural foliage or trees may be removed, destroyed, cut down, or mutilated on any lot or wilderness area unless the foliage shall interfere with the specific area of construction of a residence, driveway, or installation of utilities. Approval of the Architectural Control Committee shall be required for removal of foliage for construction purposes.

13. NUISANCE: The owner of any lot shall not suffer or permit any noxious or offensive activity to be conducted or carried on or practiced thereon in any dwelling, other building, or on the vacant portion of the lot. No unregistered vehicles, vehicles which cannot be moved under their own power, or heavy equipment can be stored on any lot except in a storage building which is in compliance with Paragraph 3A of these covenants. No radio or television transmitting tower shall be permitted.
  14. LIVESTOCK: No livestock or poultry shall be raised, bred or kept on any lot except dogs, cats, and other household pets. No more than four animals of more than four months of age shall be kept by the occupants of any one dwelling.
  15. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or other waste as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Any containers or equipment used for storage or disposal of any waste shall be kept in a clean sanitary condition.
  16. SIGHT DISTANCE AT INTERSECTION: no fence, wall or shrub planting which obstructs the view between 2 feet and 6 feet high about the roadways shall be placed or permitted to remain on any corner which would make a circle of 40 feet, unless the foliage line is maintained as a sufficient height so as not to obstruct such sight lines.
  17. PRIVATE WELLS: No private wells shall be drilled on any tract and each tract owner acknowledges that the ground water in all the aquifers is the property of the Beverly Hills Mutual Water Co.
- III. That the following unnumbered paragraph shall be omitted from said covenants and recorded in Book 120 at Page 400 and 401, Douglas County records; the
- Third full paragraph, Page 401, consisting of 13 lines.
- IV. That the unnumbered paragraph omitted pursuant to Section III above is hereby replaced by the following numbered paragraphs; Section IV, Paragraphs 1 through 4 inclusive.
1. APPLICATION: The provisions contained in this Section IV shall apply to Beverly Hills Estates Filing No. 1, Douglas County, Colorado.
  2. TERM: 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 ten years from the date these covenants are recorded, 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 lot owners has been recorded agreeing to change said covenants in whole or in part. A certificate of an abstract or title company, licensed in Colorado, showing record ownership of all lots within Beverly Hills Estates, Filing No. 1, on the date or dates said owners executed and acknowledged any instrument purporting to change said covenants, in whole or in part, shall be recorded prior to said amending instruments of ownership for such purpose. Each lot shall be considered as one unit for the purposes of determining what constitutes a "majority of the then lot owners", i.e., if two or more lots are owned by the same person or entity, such person or entity shall, have one unit for each lot so owned, and conversely, if one lot is owned by two or more persons or entities, said lot shall none-the-less be counted as a single unit for purposes of determining a majority.
  3. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

4. SEVERANCE: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. The Douglas County Zoning Ordinance is a part of this instrument and shall govern the use of all lands herein described.
- V. That the covenants hereby amended shall, except as amended in Section I and Section II above, shall remain in full force and effect
- VI. That in those instances the amendments set forth herein set a differing standard than the standard set in the covenants they amend the amended standards shall have prospective application only, and no structure erected prior to the date of this amendment, or use commenced prior to said date, shall be enjoined or be the subject of any action for damages hereunder; provided, however, that no such nonconforming structure or use shall be enlarged or expanded, except in conformity herewith and in the event such structure is demolished or use discontinued, it shall not again be erected or commenced except in conformity with the provisions herein contained.

IN WITNESS WHEREOF, the majority of the Beverly Hills Filing 1 property owners have caused their names to be subscribed hereto, this (14) day of (November, 1980).

(original signed Minnie Hoffman)  
(Seal)  
(original signed Harold Hoffman)  
(Seal)

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF DOUGLAS                )

The foregoing instrument was acknowledged before me this (14) day of (November), 1980, by Minnie Hoffman & Harold Hoffman.  
My Commission Expires: (September 6, 1982)  
Witness my hand and official Seal.

(Notary Public Seal)

(signature of Notary Public illegible in facsimile)  
Notary Public

(original signed Jay D. Adams)  
(Seal)

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF DOUGLAS                )

The foregoing instrument was acknowledged before me this (14) day of (November), 1980, by Jay D. Adams.  
My Commission Expires: (September 6, 1982)  
Witness my hand and official Seal.

(Notary Public Seal)

(signature of Notary Public illegible in facsimile)  
Notary Public

(original signed Marjorie Hewett)  
(Seal)

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this (14) day of (November), 1980, by Marjorie Hewett.

My Commission Expires: (September 6, 1982)  
Witness my hand and official Seal.

(Notary Public Seal)

(signature of Notary Public illegible in facsimile)  
Notary Public

(original signed Marvin S. Flatland)  
(Seal)  
(original signed Louella J. Flatland)  
(Seal)

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this (14) day of (November), 1980, by Marvin S. Flatland & Louella J. Flatland.

My Commission Expires: (September 6, 1982)  
Witness my hand and official Seal.

(Notary Public Seal)

(signature of Notary Public illegible in facsimile)  
Notary Public

(original signed K. H. Biggers)  
(Seal)  
(original signed Betty J. Biggers)  
(Seal)

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this (14) day of (November), 1980, by K. H. Biggers & Betty J. Biggers.

My Commission Expires: (September 6, 1982)  
Witness my hand and official Seal.

(Notary Public Seal)

(signature of Notary Public illegible in facsimile)  
Notary Public

(original signed Frank O. Hofmeister, Jr)  
(Seal)  
(original signed Barbara L. Hofmeister)  
(Seal)

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this (14) day of (November), 1980, by Frank O. Hofmeister & Barbara L. Hofmeister.  
My Commission Expires: (September 6, 1982)  
Witness my hand and official Seal.

(Notary Public Seal)

(signature of Notary Public illegible in facsimile)  
Notary Public

(original signed Harold A. Weippert)  
(Seal)  
(original signed Margaret E. Weippert)  
(Seal)

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this (14) day of (November), 1980, by Harold A. Weippert & Margaret E. Weippert.  
My Commission Expires: (September 6, 1982)  
Witness my hand and official Seal.

(Notary Public Seal)

(signature of Notary Public illegible in facsimile)  
Notary Public

(original signed Barbara L. Stratton)  
(Seal)  
(original signed Theodore L. Stratton)  
(Seal)

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this (14) day of (November), 1980, by Barbara L. Stratton & Theodore L. Stratton.

My Commission Expires: (September 6, 1982)  
Witness my hand and official Seal.

(Notary Public Seal)

(signature of Notary Public illegible in facsimile)  
Notary Public

(original signed Edward De Kowzan)  
(Seal)  
(original signed Helen L. De Kowzan)  
(Seal)

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this (14) day of (November), 1980, by Edward De Kowzan & Helen L. DeKowzan.  
My Commission Expires: (September 6, 1982)  
Witness my hand and official Seal.

(Notary Public Seal)

(signature of Notary Public illegible in facsimile)  
Notary Public

(original signed Richard E. Wilson)  
(Seal)

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this (14) day of (November), 1980, by Richard E. Wilson as general Managing Partner of 188 Limited, A Colorado General Partnership.  
My Commission Expires: (July 19, 1982)  
Witness my hand and official Seal.

(Notary Public Seal)

(signature of Notary Public Linda A Odell)  
Notary Public

(original signed H. F. Higgins)  
(Seal)

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this (19) day of (November), 1980, by H. F. Higgins.

My Commission Expires: (September 6, 1982)  
Witness my hand and official Seal.

(Notary Public Seal)

(signature of Notary Public illegible in facsimile)  
Notary Public

(original signed Kenneth H. Biggers)  
(Seal)

(original signed Betty Biggers)  
(Seal)

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF DOUGLAS                 )

The foregoing instrument was acknowledged before me this (14) day of (November),  
1980, by Kenneth H. Biggers and Betty Biggers.

My Commission Expires: (September 6, 1982)  
Witness my hand and official Seal.

(Notary Public Seal)

(signature of Notary Public illegible in facsimile)  
Notary Public

*(Original recorded at: 3:25 o'clock PM 04/17/1957)  
(Reception no: 100573 signed C. A. Prescott recorder)*

**(ITEMS STRICKEN ~~LINED THRU~~ DUE TO CHANGES IN AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS RECORDED 12/2/1980)**

**PROTECTIVE COVENANTS**

MORNINGSIDE HOMES, INC., being the owner of that certain subdivision of land known as Beverly Hills Estates Filing No. 1, situate in the County of Douglas, State of Colorado, does hereby declare that the following covenants, restrictions, and easements shall henceforth and hereafter apply to and govern the usage of each and every lot, plot, and block in said subdivision, except as hereinafter provided:

None of said lots shall be improved with or occupied for other than private single-family residential purposes, except plot "A", which plot is hereby reserved for eventual commercial development; except the South 20 feet of Lot 3 and the North 20 feet of Lot 4, all in Block 2, which are reserved for reservoir and other water installations; and except Lot 1, Block 2, which may be used by the subdivider and developer as a temporary office location during the construction and sales period.

~~No building or structure shall be erected, placed or altered on any building plot in this subdivision 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 location of the building or structure with respect to property and setback lines by the subdivider or its legally appointed agent, successor or assign. Should the subdivider or its agent fail to approve or disapprove such plans, design, and location within thirty (30) days after such plans have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or structure or the making of such alteration has been commenced prior to the completion thereof, then such approval will not be required, and this covenant will be deemed to have been complied with. Neither the subdivider nor its agent shall receive any compensation for such services. The powers and duties outlined herein shall cease on and after January 1, 1965. Thereafter~~

(Original recorded at: 3:25 o'clock PM 04/17/1957)  
(Reception no: 100573 signed C. A. Prescott recorder)

(ITEMS STRICKEN ~~-LINED THRU-~~ DUE TO CHANGES IN AMENDMENT TO  
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None of said lots shall be improved with or occupied for other than private single-family residential purposes, except plot "A", which plot is hereby reserved for eventual commercial development; except the South 20 feet of Lot 3 and the North 20 feet of Lot 4, all in Block 2, which are reserved for reservoir and other water installations; and except Lot 1, Block 2, which may be used by the subdivider and developer as a temporary office location during the construction and sales period.

~~No building or structure shall be erected, placed or altered on any building plot in this subdivision 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 location of the building or structure with respect to property and setback lines by the subdivider or its legally appointed agent, successor or assign. Should the subdivider or its agent fail to approve or disapprove such plans, design, and location within thirty (30) days after such plans have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or structure or the making of such alteration has been commenced prior to the completion thereof, then such approval will not be required, and this covenant will be deemed to have been complied with. Neither the subdivider nor its agent shall receive any compensation for such services. The powers and duties outlined herein shall cease on and after January 1, 1965. Thereafter~~

~~such approval shall not be required, unless prior to said date, and effective thereon, a written instrument duly recorded shall be executed by the then record owners of a majority of the lots, appointing one or more representatives thereafter to exercise these powers.~~

~~———— All single-story residences erected or moved on said lots shall have a ground floor area of the main structure, exclusive of garages, porches, and terraces, of at least one thousand (1,000) square feet, and all one and one-half or two story residences shall have a ground floor area of the main structure, exclusive of garages, porches, and terraces, of at least seven hundred fifty (750) square feet. All other structures, except garages attached to houses, shall be in the rear of the dwelling house. Every residence shall set back a minimum of thirty (30) feet from the front property line and shall have side yards of a minimum of eight (8) feet on each side (except that where garages are constructed within the rear forty (40) per cent of a lot, such garages must set back a minimum of four (4) feet from the side lot lines), and a minimum rear yard of twenty five (25) lineal feet extending from the rear of the residence to the rear property line. No basement, ten, shack, garage, barn or trailer, or any other outbuilding shall be occupied or used as a residence temporarily or permanently, nor shall any temporary structure be occupied as a residence; provided, however, that when any residential structure has been completed on the outside, any part of the interior thereof, including the basement, may be occupied. The dwelling house shall be completed on the exterior within six months after commencement of construction of any building or structure of any type. All buildings and structures shall be finished and painted or stained on the outside, unless brick. In construction is of cinder block, then a minimum of three courses from grade level upward must be brick.~~

~~———— When public sewers become available, dwellings then under construction or subsequently to be built must make use thereof. Pending availability of sewers, when any improvements are erected on any lot in this subdivision, the owner shall at the same time construct a sanitary disposal system of design approved by the State Board of Health, and correctly install the sanitary disposal system as to be harmless to adjoining properties.~~

~~———— An easement five (5) feet wide is hereby reserved on, over and under all rear and side lot lines, (except Lots 3 and 4, Block 2) for utility installations and maintenance.~~

~~———— No building or structure, except fences, walls, and hedges may be erected within the said easement, or any existing easement on said subdivision. No noxious or offensive or annoyance activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No part of any lot or any improvement erected thereon shall be used for raising poultry, housing of cows, horses, or any other livestock. No dog kennels shall be allowed. No radio or television tower or antenna shall extend higher than 15 feet from the peak of the roof of any dwelling house.~~

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 (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate ay covenant either to restrain violation or to recover damages. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect. The Douglas County Zoning Ordinance is a part of this instrument and shall govern the use of all lands herein described.

IN WITNESS THEREOF, Morningside Homes, Inc. has caused its corporate name to be subscribed hereto by its President and is corporate seal affixed hereto and attested by its Assistant Secretary this 28<sup>th</sup> day of February, 1957.

MORNINGSIDE HOMES, INC.

By: (original signed H. F. Higgins)  
President

(Morningside Homes, Inc Seal)

(original signed A. Markland)  
Assistant Secretary

STATE OF COLORADO    )  
  ) ss.  
County of Douglas        )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 1957, by H. F. Higgins as President and A. E. Markland as Assistant Secretary of Morningside homes, Inc., a corporation.

Witness my hand and official seal.

My commission expires (written October 6, 1960).

(Notary Public Seal)

(original signed Aldo G. Notarianni)  
Notary Public