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COUNTY OF JEFFERSON  
STATE OF COLORADO  
FILED IN OFFICE ON  
JUN 3 9 26 AM '71  
REC'D H IN  
COUNTY CLERK & RECORDER

423433

PROTECTIVE COVENANTS FOR A PORTION  
OF SIXTH AVENUE WEST - FIRST FILING

PART A PREAMBLE

Whereas, the undersigned, MIDWAY DEVELOPMENT CO. NO. 2, a limited partnership, 9485 West Colfax Avenue, Lakewood, Colorado, is the sole owner of the following described real property in the County of Jefferson, State of Colorado, to-wit:

100005

Lots 1 through 22, Block 1, Lots 1 through 21, Block 2,  
Lots 1 through 46, Block 3, Lots 1 through 12, Block 4,  
Lots 1 through 11, Block 5, and Lots 1 through 6, Block 6, all in  
Sixth Avenue West - First Filing

Whereas, it is desired to maintain said real property as a high class residential district:

PART B AREA OF APPLICATION

B-1 FULLY-PROTECTED RESIDENTIAL AREA.

Now, Therefore, said owner does hereby declare, impose and establish conditions and protective covenants as herein after provided upon the real property above described.

PART C RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling not to exceed two and one-half stories in height and private garage.

C-2 ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

C-3 DWELLING SIZE

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 700 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one-story.

C-4 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority of utility company is responsible.

C-5 NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-6 TEMPORARY STRUCTURES

No trailer, trailer camper, boat, truck camper or like mobile unit shall be permitted to remain upon any lot or public right-of-way either temporarily or permanently unless hidden from view in such a way as to not be a public nuisance in the opinion of the architectural control committee.

C-7 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

CLERK AND RECORDER OF JEFFERSON COUNTY CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN MY CUSTODY  
DATE 6/3/71 SARA GRIFFIN, JEFFERSON COUNTY CLERK AND RECORDER

*Allen J. Carter*

**C-8 OIL AND MINING OPERATIONS**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**C-9 LIVESTOCK AND POULTRY**

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

**C-10 GARBAGE AND REFUSE DISPOSAL**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All trash and service collection areas shall be maintained with the buildings attached to the structure or separate enclosure constructed of same exterior materials.

**C-11 SIGHT DISTANCE AT INTERSECTIONS**

No fence, wall, hedge or shrub planting which obstructs sight-lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

**PART D. ARCHITECTURAL CONTROL COMMITTEE****D-1 MEMBERSHIP**

The Architectural Control Committee is composed of Anthony M. Dursey, 9485 W. Colfax Ave., Lakewood, Colorado, Mike A. Leprino, 9485 West Colfax Avenue, Lakewood, Colorado, and one other member who shall be appointed by the two named members. 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 full 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. After 20 years from the date that these covenants are recorded, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

**D-2 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

**PART E GENERAL PROVISIONS****E-1 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 thirty years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of 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.

**E-2 ENFORCEMENT**

Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenants either to restrain violation or to recover damages.

E-3 SEVERABILITY

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

PART F SUPPLEMENT TO COVENANTS

F-1 PUBLIC STREET LIGHTING

All lots are subject to and bound by Public Service Company Tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision together with rates, rules and regulations therein provided and subject to all future amendments and changes thereof. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

IN WITNESS WHEREOF, these Protective Covenants are executed this 28<sup>th</sup> day of May, 1971.

MIDWAY DEVELOPMENT CO. NO. 2

BY: Mike A. Leprino  
Mike A. Leprino, General Partner

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) SS

The above and foregoing Protective Covenants were acknowledged before me on May 28, 1971, by Mike A. Leprino, General Partner of MIDWAY DEVELOPMENT CO. NO. 2, a limited partnership.

Witness my hand and official seal.

My commission expires: My Commission expires October 20, 1971

Alice M. Sheehy  
Notary Public

PROTECTIVE COVENANTS FOR A PORTION  
OF SIXTH AVENUE WEST - SECOND FILING

PART A PREAMBLE

Whereas, the undersigned, MIDWAY DEVELOPMENT CO. NO. 2, a limited partnership, 9425 West Colfax Avenue, Lakewood, Colorado, is the sole owner of the following described real property in the County of Jefferson, State of Colorado, to-wit:

Lots 7 through 18, Block 8, Lots 1 through 22, Block 9, Lots 1 through 4, Block 10, Lots 1 through 4, Block 14, Lots 1 through 19, Block 15, Lots 1 through 14, Block 16, Lots 1 through 27, Block 17, Lots 1 Through 24, Block 18, Lots 1 through 11, Block 19, Lots 1 through 12, Block 20.  
Sixth Avenue West - Second Filing

Whereas, it is desired to maintain said real property as a high class residential district:

PART B AREA OF APPLICATION

B-1 FULLY-PROTECTED RESIDENTIAL AREA.

Now, Therefore, said owner does hereby declare, impose and establish conditions and protective covenants as herein after provided upon the real property above described.

PART C RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling not to exceed two and one-half stories in height and private garage.

C-2 ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

C-3 DWELLING SIZE

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 700 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one-story.

C-4 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority of utility company is responsible.

C-5 NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-6 TEMPORARY STRUCTURES

No trailer, trailer camper, boat, truck camper or like mobile unit shall be permitted to remain upon any lot or public right-of-way either temporarily or permanently unless hidden from view in such a way as to not be a public nuisance in the opinion of the architectural control committee.

C-7 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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CLERK AND RECORDER OF JEFFERSON COUNTY, COLORADO  
TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN MY OFFICE  
DANIEL G. JEFFERSON, CLERK AND RECORDER

*Daniel G. Jefferson*  
DEPUTY CLERK

JAN 25 1951  
RECORDED & INDEXED  
COUNTY CLERK  
JEFFERSON COUNTY, COLORADO

**C-8 OIL AND MINING OPERATIONS**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**C-9 LIVESTOCK AND POULTRY**

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

**C-10****GARBAGE AND REFUSE DISPOSAL**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition. All trash and service collection areas shall be maintained within the buildings attached to the structure or in a separate enclosure constructed of same exterior materials.

**C-11 SIGHT DISTANCE AT INTERSECTIONS**

No fence, wall, hedge or shrub planting which obstructs sight-lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

**PART D. ARCHITECTURAL CONTROL COMMITTEE****D-1 MEMBERSHIP**

The Architectural Control Committee is composed of Anthony M. Dursey, 9485 W. Colfax Ave., Lakewood, Colorado, Mike A. Leprino, 9485 West Colfax Avenue, Lakewood, Colorado, and one other member who shall be appointed by the two named members. 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 full 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. After 20 years from the date that these covenants are recorded, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

**D-2 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

**PART E GENERAL PROVISIONS****E-1 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 thirty years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of 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.

**E-2 ENFORCEMENT**

Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenants either to restrain violation or to recover damages.

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PROTECTIVE COVENANTS FOR A PORTION  
OF SIXTH AVENUE WEST - SECOND FILING

PART A PREAMBLE

Whereas, the undersigned, MIDWAY DEVELOPMENT CO. NO. 2, a limited partnership, 9485 West Colfax Avenue, Lakewood, Colorado, is the sole owner of the following described real property in the County of Jefferson, State of Colorado, to-wit:

Blocks 11, 12, 21, 22, 23, 24, 25, and 26, SIXTH AVENUE WEST - SECOND FILING

PART B STREET LIGHTING COVENANTS

The above blocks are subject to and bound by Public Service Company tariffs which are now and may in future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

IN WITNESS WHEREOF, THESE PROTECTIVE COVENANTS ARE executed this 18<sup>th</sup> day of January, 1972.

MIDWAY DEVELOPMENT CO. NO. 2

BY: Mike A. Leprino  
Mike A. Leprino, General Partner

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) SS

The above and foregoing Protective Covenants were acknowledged before me on 18<sup>th</sup> day of January 1972, by Mike A. Leprino, General Partner of Midway Development Co. No. 2, a limited partnership.

Witness my hand and official seal.  
My commission expires: October 20, 1975

Alice M. Mackenzie  
Notary Public

467816

COUNTY OF JEFFERSON  
STATE OF COLORADO  
FILED IN MY OFFICE ON  
Jan 25 11 10 AM '72  
RECORDED IN 2337 642  
COUNTY CLERK & RECORDER

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County of Jefferson State of CO

PROTECTIVE COVENANTS OF PORTION OF SIXTH AVENUE WEST - THIRD FILING 2768 190

PART A PREAMBLE

Whereas, the undersigned, MIDWAY DEVELOPMENT CO. NO. 2, a limited partnership, 14618 West Sixth Avenue, Golden, Colorado, is the sole owner of the following described real property in the County of Jefferson, State of Colorado, to-wit:

Lots 1 through 17, Block 27, Lots 1 through 7, Block 28, Lots 1 through 4, Block 29, Lots 1 through 3, Block 30, Lots 1 through 10, Block 31, Lots 1 through 9, Block 32, Lots 1 and 2, Block 33, Lots 1 through 18, Block 34, Lots 1 through 14, Block 35, Lots 17 through 24, Block 35, Lots 1 through 6, Block 45

SIXTH AVENUE WEST - THIRD FILING

Whereas, it is desired to maintain said real property as a high class residential district:

PART B AREA OF APPLICATION

B-1 FULLY-PROTECTED RESIDENTIAL AREA.

Now, therefore, said owner does hereby declare, impose and establish conditions and protective covenants as herein after provided upon the real property above described.

PART C RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling not to exceed two and one-half stories in height and private garage.

C-2 ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

C-3 DWELLING SIZE

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 700 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one-story.

C-4 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority of utility company is responsible.

C-5 NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-6 TEMPORARY STRUCTURES

No trailer, trailer camper, boat, truck camper or like mobile unit shall be permitted to remain upon any lot or public right-of-way either temporarily or permanently unless hidden from view in such a way as to not be a public nuisance in the opinion of the architectural control committee.

C-7 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-8 OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-9 LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot.

CLERK AND RECORDER OF JEFFERSON COUNTY CERTIFIED TO BE FULLY TRAINED AND CORRECT COPY OF THE ORIGINAL FILED IN MY CUSTODY DATE 07-03 1975 JANE GERSON JEFFERSON COUNTY CLERK AND RECORDER

William J. Gerston

DEPUTY CLERK

except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

**C-10  
GARBAGE AND REFUSE DISPOSAL**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition. All trash and service collection areas shall be maintained within the buildings attached to the structure or in a separate enclosure constructed of same exterior materials.

**C-11 SIGHT DISTANCE AT INTERSECTIONS**

No fence, wall, hedge or shrub planting which obstructs sight-lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

**PART D. ARCHITECTURAL CONTROL COMMITTEE**

**D-1 MEMBERSHIP**

The Architectural Control Committee is composed of Anthony M. Dursey, 14618 W. Sixth Avenue, Golden, Colorado, Mike A. Leprino, 14618 W. Sixth Avenue, Golden, Colorado, and one other member who shall be appointed by the two named members. 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 fully 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. After 20 years from the date that these covenants are recorded, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

**D-2 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

**PART E GENERAL PROVISIONS**

**E-1 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 thirty years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of 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.

**E-2 ENFORCEMENT**

Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenants either to restrain violation or to recover damages.

**E-3 SEVERABILITY**

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

**PART F SUPPLEMENT TO COVENANTS**

**F-1 PUBLIC STREET LIGHTING**

All lots are subject to and bound by Public Service Company Tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.



9-11-75

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IN WITNESS WHEREOF, these Protective Covenants are executed this 16<sup>th</sup> day of December, 1974.

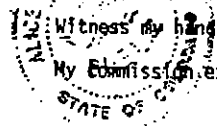
MIDWAY DEVELOPMENT CO. NO. 2  
a limited partnership

BY: Mike A. Leprino  
Mike A. Leprino, General Partner

STATE OF COLORADO }  
COUNTY OF JEFFERSON } SS

The above and foregoing Protective Covenants were acknowledged before me on 16<sup>th</sup> day of December, 1974, by Mike A. Leprino, General Partner of MIDWAY DEVELOPMENT CO. NO. 2, a limited partnership.

Witness my hand and official seal.



My Commission expires: October 20, 1975

Alice M. Ikenberry  
Alice M. Ikenberry, Notary Public

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County of Jefferson State of C.

PROTECTIVE COVENANTS FOR

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SIXTH AVENUE WEST-FOURTH FILING

PART A PREAMBLE

Whereas, the undersigned, MIDWAY DEVELOPMENT CO. NO. 2, a limited partnership, 14618 West Sixth Avenue, Golden, Colorado, is the sole owner of the following described real property in the County of Jefferson, State of Colorado, to-wit:

Lots 1 through 10, Block 46, Lots 1 through 6, Block 47,  
Lots 1 through 3, Block 48, Lots 1 through 4, Block 49;  
Lots 1 through 5, Block 50, Lots 1 through 16, Block 51,  
Lots 1 through 5, Block 52, Lots 1 through 19, Block 53,  
Lots 1 through 10, Block 54, Lots 1 through 9, Block 55,  
Lots 1 through 15, Block 56, Lots 1 through 8, Block 57,  
Lots 1 through 11, Block 59, all in SIXTH AVENUE WEST,  
FOURTH FILING

Whereas, it is desired to maintain said real property as a high class residential district:

PART B AREA OF APPLICATION

B-1 FULLY-PROTECTED RESIDENTIAL AREA.

Now, therefore, said owner does hereby declare, impose and establish conditions and protective covenants as herein after provided upon the real property above described.

PART C RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling not to exceed two and one-half stories in height and private garage.

C-2 ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

C-3 DWELLING SIZE

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1200 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one-story.

C-4 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority of utility company is responsible.

C-5 NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-6 TEMPORARY STRUCTURES AND RECREATIONAL VEHICLES

No trailer, trailer camper, boat, truck camper or like mobile unit shall be permitted to remain upon any lot or public right-of-way either temporarily or permanently unless hidden from view in such a way as to not be a public nuisance in the opinion of the architectural control committee.

C-7 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-8 OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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CLERK AND RECORDER OF JEFFERSON COUNTY CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN MY DISTRICT OFFICE ON 7-03 PM 1977 JEFFERSON COUNTY CLERK AND RECORDER  
BY: *[Signature]*  
DEPUTY CLERK

**C-9 LIVESTOCK AND POULTRY**

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

**C-10 GARBAGE AND REFUSE DISPOSAL**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All trash and service collection areas shall be maintained within the buildings attached to the structure or in a separate enclosure constructed of same exterior materials.

**C-11 SIGHT DISTANCE AT INTERSECTIONS**

No fence, wall, hedge or shrub planting which obstructs sight-lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

**PART D. ARCHITECTURAL CONTROL COMMITTEE****D-1 MEMBERSHIP**

The Architectural Control Committee is composed of Anthony M. Dursey, 14618 W. Sixth Avenue, Golden, Colorado, Mike A. LEPRINO, 14618 W. Sixth Avenue, Golden, Colorado, and one other member who shall be appointed by the two named members. 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 full 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. After 20 years from the date that these covenants are recorded, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

**D-2 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

**PART E GENERAL PROVISIONS****E-1 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 thirty years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of 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.

**E-2 ENFORCEMENT**

Enforcement shall be by proceeding at law or in equity against any persons or person violating or attempting to violate any covenants either to restrain violation or to recover damages.

**E-3 SEVERABILITY**

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

**PART F SUPPLEMENT TO COVENANTS****F-1 PUBLIC STREET LIGHTING**

All lots are subject to and bound by Public Service Company Tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

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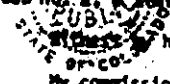
IN WITNESS WHEREOF, these Protective Covenants are executed this \_\_\_\_\_ day of \_\_\_\_\_, 1977.

MIDWAY DEVELOPMENT CO. NO. 2  
a limited partnership

BY: Mike A. Leprino  
Mike A. Leprino, General Partner

STATE OF COLORADO }  
COUNTY OF JEFFERSON } SS

The above and foregoing Protective Covenants were acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 1977, by Mike A. Leprino, General Partner of MIDWAY DEVELOPMENT CO. NO. 2, a limited partnership.



Witnessed by hand and official seal.

My commission expires: October 20, 1979

Alice H. Ikenberry  
Alice H. Ikenberry, Notary Public

79066254

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*MURPHY 2094*

PROTECTIVE COVENANTS FOR County of Jefferson State of Colorado

SIXTH AVENUE WEST-FIFTH FILING

1-3

6.00

PART A PREAMBLE

Whereas, the undersigned, MIDWAY DEVELOPMENT CO. NO. 2, a limited partnership, 14618 West Sixth Avenue, Golden, Colorado, is the sole owner of the following described real property in the County of Jefferson, State of Colorado, to-wit:

Lots 1 through 12, Block 60 and Lots 1 through 11, Block 58, all in SIXTH AVENUE WEST, FIFTH FILING - -

Whereas, it is desired to maintain said real property as a high class residential district:

PART B AREA OF APPLICATION

B-1 FULLY-PROTECTED RESIDENTIAL AREA.

Now, therefore, said owner does hereby declare, impose and establish conditions and protective covenants as herein after provided upon the real property above described.

PART C RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling not to exceed two and one-half stories in height and private garage.

C-2 ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

C-3 DWELLING SIZE

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1200 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one-story.

C-4 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority of utility company is responsible.

C-5 NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-6 TEMPORARY STRUCTURES AND RECREATIONAL VEHICLES

No trailer, trailer camper, boat, truck camper or like mobile unit shall be permitted to remain upon any lot or public right-of-way either temporarily or permanently unless hidden from view in such a way as to not be a public nuisance in the opinion of the architectural control committee.

C-7 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-8 OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, amaintained or permitted upon any lot.

CLERK AND RECORDER OF JEFFERSON COUNTY (LEGISLATED TO BE FULL TIME AND COUNTY BODY OF THE ORIGINAL PLAN IN NEW CANTON) DANIEL J. ROBERTSON, JEFFERSON COUNTY CLERK AND RECORDER

*Robert G. ...*

DEPUTY CLERK

C-9 LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

2

C-10 GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All trash and service collection areas shall be maintained within the buildings attached to the structure or in a separate enclosure constructed of same exterior materials.

C-11 SIGHT DISTANCE AT INTERSECTION

No fence, wall, hedge or shrub planting which obstructs sight-lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

PART D ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP

The Architectural Control Committee is composed of Anthony M. Dursey, 14618 W. Sixth Avenue, Golden, Colorado, Mike A. Leprino, 14618 W. Sixth Avenue, Golden, Colorado, and one other member who shall be appointed by the two named members. 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 full 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. After 20 years from the date that these covenants are recorded, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

D-2 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

PART E GENERAL PROVISIONS

E-1 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 thirty years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of 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.

E-2 ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any persons or person violating or attempting to violate any covenants either to restrain violation or to recover damages/

E-3 SEVERABILITY

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

PART F SUPPLEMENT TO COVENANTS

F-1 PUBLIC STREET LIGHTING

All lots are subject to and bound by Public Service Company Tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

IN WITNESS WHEREOF, these Protective Covenants are executed this 1st day of June 1979.

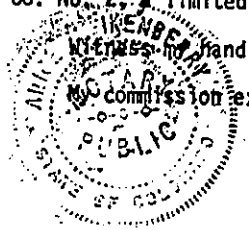
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MIDWAY DEVELOPMENT CO. NO. 2  
a limited partnership

BY: Mike A. Leprino  
Mike A. Leprino, General Partner

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) SS

The above and foregoing Protective Covenants were acknowledged before me on 1st day of June 1977, by Mike A. Leprino, General Partner of MIDWAY DEVELOPMENT CO. NO. 2, a limited partnership.



Alice M. Ikenberry  
Alice M. Ikenberry, Notary Public

81021826

1981 APR -1 PM 12:03

County of Jefferson State of Co.

PROTECTIVE COVENANTS FOR

SIXTH AVENUE WEST - SIXTH FILING

600

PART A PREAMBLE

Whereas, the undersigned, MIDWAY DEVELOPMENT CO. NO. 2, a limited partnership, 14618 West Sixth Avenue, Golden, Colorado, is the sole owner of the following described real property in the County of Jefferson, State of Colorado, to-wit:

1-3

Lots 1 through 31, SIXTH AVENUE WEST, SIXTH FILING

Whereas, it is desired to maintain said real property as a high class residential district:

PART B AREA OF APPLICATION

B-1 FULLY-PROTECTED RESIDENTIAL AREA.

Now, therefore, said owner does hereby declare, impose and establish conditions and protective covenants as herein after provided upon the real property above described.

PART C RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling not to exceed two and one-half stories in height and private garage.

C-2 ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

C-3 DWELLING SIZE

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1200 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one-story.

C-4 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on both the recorded plat and subsequent recorded documents. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority of utility company is responsible.

C-5 NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-6 TEMPORARY STRUCTURES AND RECREATIONAL VEHICLES

No trailer, trailer camper, boat, truck camper or like mobile unit shall be permitted to remain upon any lot or public right-of-way either temporarily or permanently unless hidden from view in such a way as to not be a public nuisance in the opinion of the architectural control committee.

C-7 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-8 OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

CLERK AND RECORDER OF JEFFERSON COUNTY DEEMED TO BE THE TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN MY OFFICE DATE 5-18-81 ENGINEER, JEFFERSON COUNTY, COLORADO REGISTERED BY: *Carol A. Johnson* DISTRICT CLERK



**C-9 LIVESTOCK AND POULTRY**

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

**C-10 GARBAGE AND REFUSE DISPOSAL**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition. All trash and service collection areas shall be maintained within the buildings attached to the structure or in a separate enclosure constructed of same exterior materials.

**C-11 SIGHT DISTANCE AT INTERSECTION**

No fence, wall, hedge or shrub planting which obstructs sight-lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

**PART D ARCHITECTURAL CONTROL COMMITTEE****D-1 MEMBERSHIP**

The Architectural Control Committee is composed of Anthony M. Dursev, 14618 W. Sixth Avenue, Golden, Colorado, Mike A. Leprino, 14618 W. Sixth Avenue, Golden, Colorado, and one other member who shall be appointed by the two named members. 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 full 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. After 20 years from the date that these covenants are recorded, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

**D-2 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

**PART E GENERAL PROVISIONS****E-1 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 thirty years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of 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.

**E-2 ENFORCEMENT**

Enforcement shall be by proceeding at law or in equity against any persons or person violating or attempting to violate any covenants either to restrain violation or to recover damages.

**E-3 SEVERABILITY**

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

**PART F SUPPLEMENT TO COVENANTS****F-1 PUBLIC STREET LIGHTING**

All lots are subject to and bound by Public Service Company Tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision together with rates, rules and regulations therein provided and subject to all future amendments and charges thereto. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

81021826

IN WITNESS WHEREOF, these Protective Covenants are executed this 25<sup>th</sup> day of March, 1981.

MIDWAY DEVELOPMENT CO. NO. 2  
a limited partnership

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BY: [Signature]  
MIKE A. LEPRINO, General Partner

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) SS

The above and foregoing Protective Covenants were acknowledged before me on 25<sup>th</sup> day of March, 1981, by Mike A. Leprino, General Partner of MIDWAY DEVELOPMENT CO. NO. 2, a limited partnership.

Witness my hand and official seal.

My commission expires: October 20, 1983.

[Signature]  
Alice M. Ikenberry, Notary Public