

RECORDED 10/19/1979

@ RECEPTION NO. 1784559

Block 2210

DECLARATION OF COVENANTS, CONDITIONS, *PLAT 193 -*
AND RESTRICTIONS OF
FOREST PARK HOMEOWNER'S RECREATION ASSOCIATION

THIS DECLARATION made on the dates hereinafter set forth by the parties whose signatures appear at the conclusion hereof, hereinafter referred to as the "Declarants."

W I T N E S S E T H:

THAT WHEREAS, the Declarants are the owners of certain real properties located in the County of Arapahoe, State of Colorado, which are more particularly described as follows:

The lot or lots and all buildings and other improvements now or hereafter located thereon and all appurtenances thereto which are set forth by street address and legal description below the name of each Declarant on the signature page(s) to this Declaration (whether in one or more counterparts) and on the signature page(s) of any separate instrument(s) whereby Owners of any Properties or Additional Properties have agreed to become parties to this Declaration and have subjected their said lands to the burdens and benefits of this Declaration.

all located in Forest Park Filings Numbered One and Two according to the records of the Clerk and Recorder, Arapahoe County, Colorado, plat book number 17, page 58, and plat book number 23, pages 17 and 18; and

WHEREAS, the Declarants have formed a non-profit corporation under the laws of the State of Colorado known and described as the Forest Park Homeowner's Recreation Association; and

WHEREAS, the purposes of said Association are to hold title to, manage, control, improve and maintain certain real property and improvements known as and described as:

Lots 14, 15 and 16, Block 4, Forest Park Filing Number Two according to the recorded plat thereof as reflected in the Books and Records of the Clerk and Recorder of Arapahoe County, Colorado,

and

WHEREAS, the Declarants have agreed that they will enjoy the benefits of membership in said Association and the use of

the recreational facilities located upon the aforesaid real properties; and

WHEREAS, the Declarants have agreed that it is necessary to provide a consistent and reliable source of funds in order to insure that the expenses and charges for maintenance, repairs, construction, replacement costs, insurance premiums and taxes related to said recreational facilities will be paid; and

WHEREAS, the Declarants have agreed that the expenses and charges for the maintenance, repairs, taxes, insurance premiums, construction and replacement costs related to said real property and improvements shall be shared by the Declarants and that to the extent annual assessments and/or special assessments have been fixed in the manner herein set forth for the payment of same, such assessments shall become a lien against the real properties owned by the Declarants in such proportionate amount or amounts as hereinafter defined; and

WHEREAS, all the Declarants understand and agree that this Declaration of Covenants, Conditions and Restrictions shall run with the land and will bind all parties having or acquiring any right, title or interest in said land;

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the recreational property to be owned and maintained by the Forest Park Homeowner's Recreation Association. These easements, restrictions, covenants and conditions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "ASSOCIATION" shall mean and refer to FOREST

PARK HOMEOWNER'S RECREATION ASSOCIATION, a Colorado non-profit corporation, its successors and assigns.

SECTION 2. "PROPERTIES" shall mean and refer to those certain real properties hereinbefore described as owned by the Declarants and such Additional Properties as may hereafter be made subject to the burdens and benefits of the Declaration.

SECTION 3. "ADDITIONAL PROPERTIES" shall mean only such real properties as are not owned by the Declarants hereunder, but are located within the lands platted by the recorded plats of Forest Park Filings numbered 1, 2 and 3 according to the Books and Records of the Clerk and Recorder of Arapahoe County, Colorado, provided that at no time shall the Owners of more than 167 Lots within such areas, including the Owners of the Lots owned by all of the original Declarants hereunder, be Owners or Members as defined herein.

SECTION 4. "RECREATION AREA" shall mean all real property owned by the Association for the common recreational use and enjoyment of the Owners. The Recreation Area to be owned by the Association at the time of this Declaration is:

Lots 14, 15, and 16, Block 4, Forest Park Filing Number Two according to the recorded plat thereof as reflected in the Books and Records of the Clerk and Recorder of Arapahoe County, Colorado.

SECTION 5. "LOT" shall mean and refer to a building site, together with the improvements thereon, constituting an individual residence, title to which is or will be conveyed in fee simple by reference to the numbered plots of land shown upon the recorded plats of the properties, with the exception of the Recreational Area.

SECTION 6. "MEMBER" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 7. "OWNER" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including

contract buyers, but excluding those having an interest merely as security for the performance of an obligation until such time as by foreclosure or deed in lieu of foreclosure the holder of such security interest or other purchaser acquires title thereto.

SECTION 8. "DECLARANTS" shall mean and refer to both the Owners originally signing and subjecting the Properties to the burdens and benefits of this Declaration and any Owner of a Lot within the Additional Properties who hereafter subjects such Lots to this Declaration by executing this Declaration, a counterpart thereof or a separate instrument adopting the terms and provisions hereof and agreeing to be bound thereby.

ARTICLE II

MEMBERSHIP

Every Owner as defined in Article I, Section 7, under this Declaration shall be a Member of the Association. No Owner shall have more than one (1) Membership. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership.

ARTICLE III

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all those Owners as defined in Article I with the exception of K-B Industries, Inc. (and any entity or person which is a grantee, assignee or successor in interest of K-B Industries, Inc. and is a Developer as hereinafter defined). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but

in no event shall more than one (1) vote be cast with respect to any Lot.

CLASS B. The Class B Member shall be K-B Industries, Inc. or other Developer as hereinafter defined. The Class B Member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article II, PROVIDED THAT the Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership, or
- (b) On December 31, 1980.

ARTICLE IV

PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENT OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Recreation Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to limit the number of guests and invitees of Owners on recreational facilities.

(b) The right of the Association to collect money upon a cost basis for the use of any recreational facility situated upon the Recreation Area.

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Recreation Area and facilities, and in aid thereof and to secure such loan, to mortgage or otherwise encumber any or all of the Recreation Area and/or other property of the Association by mortgage, deed of trust, security agreement or other encumbrance (any or all of which are hereinafter referred to as a "Mortgage"), provided, however, that the rights of the Owners of the Association to the use and enjoyment of the Recreation Area shall not be disturbed while any Mortgage is current and not in default, and

further provided that no funds may be borrowed nor shall any Mortgage be given unless the amount and terms of such borrowing and Mortgage have been approved by two-thirds (2/3) of the Members of each class and a certificate signed by the president or vice president and by the secretary or an assistant secretary of the Association verifying such approval has been recorded in the office of the Arapahoe County, Colorado Clerk and Recorder.

(d) The right of the Association to suspend voting rights and rights to use of the recreational facilities of a Member (i) for any period during which any assessment against the Lot which qualifies him for membership remains unpaid, and (ii) for a period not to exceed thirty (30) days for any infraction of its published Rules and Regulations.

(e) The right of the Association to adopt, publish and enforce Rules and Regulations for governing and limiting the use and operation of the Recreation Area and related facilities, including, but not limited to, restrictions on hours and times of use, restrictions to promote the safety and convenience of users and provision for recovery for damage or destruction to Association property.

(f) The right of the Association to dedicate or transfer all or any part of the Recreation Area and related facilities to any public or quasi public recreation district or other district or political subdivision for recreation purposes and subject to such conditions as may be agreed to by the hereinafter described number of Owners. No such dedication, transfer, dissolution, reduction or modification of activities or functions shall be effective unless Members entitled to cast two-thirds (2/3) of the votes of the Class A Membership and two-thirds (2/3) of the Class B Membership, if any, shall have consented to such dedication, transfer, dissolution, reduction and/or modification after written notice of the proposed action has been sent to every Member not less than thirty (30) days or more than sixty (60) days in advance and unless a certificate verifying such consent and signed by

the president or vice president and the secretary or an assistant secretary of the Association has been recorded in the office of the Arapahoe County, Colorado Clerk and Recorder.

SECTION 2. DELEGATION OF USE. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Recreation Area and facilities to the members of his family who reside with him, his tenants, or contract purchasers who reside on the property.

SECTION 3. TITLE TO THE COMMON AREA. The Declarant, K-B Industries, Inc., will convey fee simple title to the Recreation Area to the Association, free and clear of all encumbrances and liens.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarants, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot, by acceptance of a deed or other conveyance thereof or by acceptance of title thereto transferred by will, by intestate succession or by other operation of law, is deemed to covenant and agree to pay to the Association:

- (1) Annual Assessments or charges; and
- (2) Special Assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The Annual Assessments and Special Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge upon and against all Lots and Properties and there is hereby created a lien and encumbrance upon and against all Lots and Properties to secure the payment of all Annual Assessments and Special Assessments from time to time fixed in the manner herein provided, which lien and encumbrance is and shall continue as a first and prior lien having priority as against any lien, claim, charge or encumbrance or interest

hereafter created or arising. Each such assessment, together with such interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. Assessments may be levied against Lots made subject to the burdens and benefits of this Declaration and against the Owners from time to time of such Lots by the Association acting through its Board of Directors, such assessments to be used exclusively for purposes related to the maintenance, protection, preservation, improvement, repair, use and enjoyment of the Recreation Area. The assessments shall further be used to provide adequate insurance of any and all types and amounts deemed necessary by the Board of Directors with respect to the Recreation Area and to provide such reserves as may be deemed necessary in order to accomplish the objects and purposes of the Association.

SECTION 3. BASIS AND PAYMENT OF ANNUAL ASSESSMENTS.

(a) Regular annual assessments (the "Annual Assessments") with respect to each Lot shall be fixed by resolution of the Board of Directors of the Association and the assessments so fixed shall be payable in four equal installments by no later than the dates hereinafter set forth; provided, however, that the Annual Assessment for the period June 1, 1977 through May 31, 1978 shall not exceed \$120.00 per Lot and the maximum Annual Assessment for any annual period commencing on or after June 1, 1978 that may be fixed by the Board of Directors, without further approval by the Members of the Association, shall be in an amount not exceeding 103% of the maximum Annual Assessment that could have been fixed without the Members' approval for the immediately preceding said annual period. For any annual period commencing on or after June 1, 1978, the Annual Assessments may exceed the aforementioned 103% maximum, provided the excess portion of such assessment is approved

by a vote of two-thirds (2/3) of each Class of Members in attendance in person or by proxy at a meeting duly called for such purpose in the manner provided by the By-Laws of the Association for the calling of special meetings. Until such time as the Declarant's, K-B Industries, responsibilities under Article VI have been fulfilled, said Annual Assessment may not be reduced below the maximum initial Annual Assessment of \$120.00 set forth in Article IV, Section 3 (a)

(b) One-fourth (1/4) of the Annual Assessment shall be payable on or before the 10th day of June, September, December and March of each year commencing June 10, 1977, but such assessment shall be and become a lien upon the Properties as of the Annual Assessment Date as hereinafter provided. Written notice of the Annual Assessment shall be mailed by regular mail or delivered to each Owner at the mailing address of such Owner's Lot as soon as reasonably possible following the Annual Assessment Date. The Annual Assessment Date shall be June 1st of each year commencing June 1, 1977, provided that, if for any reason the Board of Directors of the Association (or the Members thereof if their approval of the assessment is required) shall fail to fix the Annual Assessment Date on or prior to June 1 of any year, then the Annual Assessment Date for that year shall be the date when such assessment is fixed, the due date of the first one-fourth (1/4) of such annual installment shall be ten (10) days after such Annual Assessment Date and such year shall nevertheless end as of the following May 31. The Association shall, upon demand, at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments with respect to a specific Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

In addition to the Annual Assessments authorized above, the

Association, by resolution of its Board of Directors, may levy a special assessment (a "Special Assessment"), applicable for that year only, for the purpose of paying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Recreation Area, including the necessary design, survey, legal, accounting and other fees and any fixtures and personal property related thereto, or of repaying any loan or loans incurred for any of such purposes, PROVIDED THAT any such Special Assessment shall have been approved by the votes of two-thirds (2/3) of the Members of each Class in attendance in person or by proxy at a meeting duly called for such purpose in the manner provided by the By-Laws of the Association for the calling of special meetings, notice thereof having been given not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. Any such Special Assessment shall be payable at the same time or times as Annual Assessments in such number of equal quarterly installments over such period of time as the Board of Directors may deem to be in the best interest of the Association and the Owners and fixed by resolution.

SECTION 5. UNIFORM RATE OF ASSESSMENT. Both Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots, except as otherwise specifically provided herein.

SECTION 6. EFFECT OF NONPAYMENT OF ASSESSMENTS - REMEDIES OF THE ASSOCIATION. Any installment of Annual or Special Assessments which is not paid when due shall be delinquent. Any installment of Annual or Special Assessments not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the rate of six percent (6%) per annum. An action at law by the Association against the Owner shall lie to collect any delinquent installment of Annual or Special Assessments. In addition to or in aid of such action, or as an alternative thereto, the Association may file with the Clerk and Recorder of the county wherein the Lot subject to assessment is situate a Statement of

Lien with respect to such Lot, setting forth the name of the Owner or reputed Owner, the legal description of such Lot, the name of the Association, and the amount of delinquent Annual or Special Assessments then owing to the Association, which Statement shall be duly signed and acknowledged by the President or a Vice President of the Association, and which shall recite that a copy thereof has been served upon the Owner of such Lot by registered or certified mail addressed to the mailing address of such Lot or to such other address as the Association may have in its records for the Owner of the Property. Thirty (30) days following the recording of such Statement of Lien, the Association may proceed to foreclose the lien and encumbrance herein created and evidenced by such Statement of Lien in the same manner as provided for the foreclosure of mortgages under the statutes and laws of the State of Colorado. In either a personal action against an Owner to enforce such Owner's liability hereunder or an action to foreclose the lien and encumbrance herein created, the Association shall be entitled to recover as a part of the action, the interest and costs herein provided for and reasonable attorney fees incurred by the Association in the collection of the delinquency and with respect to the action. No Owner may avoid liability for the assessments provided for herein by non-use of the Recreation Area or abandonment of his Lot.

SECTION 7. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien and encumbrance herein created shall be subordinate to the lien of any first mortgage or first deed of trust heretofore created, but shall be prior and superior to any mortgage, deed of trust or other lien or encumbrance hereafter created or to any interest in any Lot hereafter conveyed, transferred or assigned to any grantee, heir, beneficiary, personal representative or assignee of an Owner; provided however, that the sale or transfer of any Lot as a result of the foreclosure of a first mortgage or first deed of trust which became a lien upon such Lot before such Lot became subject to the burdens and benefits of this Declaration.

(either through the Public Trustee or as a result of a court foreclosure), shall extinguish the lien of such assessments as to installments thereof which became due prior to the issuance by the Public Trustee or other selling officer of the certificate of purchase, but shall not relieve any former Owner of personal liability therefor, nor shall such sale or transfer relieve such Lot or its subsequent Owners from liability for any installments of assessments thereafter coming due or from the lien herein granted securing such installment.

SECTION 8. EXEMPT PROPERTY. The following property otherwise subject to this Declaration and the Owner thereof shall be exempt from assessments created as provided for herein:

- (a) All Properties conveyed to or dedicated to and accepted by the county or any local public authority.
- (b) The Recreation Area.
- (c) All Properties owned or hereafter acquired by Declarant, K-B Industries, Inc. as the developer of the Properties or by any entity that succeeds to the interest of K-B Industries, Inc. as the developer of the Properties, including an interest created as a result of the foreclosure of a mortgage or deed of trust or a deed in lieu of foreclosure, it being the intention hereof to exempt from assessment any portion of the Properties owned by K-B Industries, Inc. or by any successor in interest owning such Properties as a developer before sale and conveyance to an Owner for use and occupation as a residence, except as otherwise provided in Section 1 of Article VI.

ARTICLE VI

DEVELOPER'S RIGHTS AND RESPONSIBILITIES

SECTION 1. ASSESSMENTS AND ANNUAL EXPENSES. The Declarant Developer, K-B Industries, Inc., or its successor(s) in interest described in Section 8(c) of Article V (the "Developer"), shall not be subject to the Annual Assessment or Special Assessments as provided in Article V, Sections 3 and 4, for Properties owned by it until such time as ninety percent (90%) of the Properties owned by the said Developer in Forest Park Filings Numbered One, Two and Three have been sold and conveyed by the said Developer,

provided, however, that until such time as ninety percent (90%) of said properties have been conveyed by the said Developer, the said K-B Industries, Inc. shall pay to the Association an amount each year which shall be equal to the difference between the total annual expenses of the Association for maintenance, repairs, taxes and insurance premiums related to the Recreational Area and the total sum of the assessments to all Owners of the Properties (not including the portion of the Properties owned by the Developer) including assessments to Owners who shall receive title to Lots conveyed by the said Developer subsequent to the date of this Declaration. At such time as ninety percent (90%) of the Properties owned by the Developer have been sold and conveyed to Owners for use and occupation as residences and commencing on June 1st of the year following said event, all of the Properties then remaining in title to the said Developer shall be subject to said Annual Assessments and Special Assessments.

SECTION 2. INITIAL COSTS. The Declarant Developer, K-B Industries, Inc., shall pay all costs and expenses, including attorney's fees, for the preparation and filing of the Association's Articles of Incorporation, preparation of the By-Laws of the Association and all costs, expenses and attorney's fees and recording costs incurred in connection with the preparation, execution and recording of the within Declaration.

SECTION 3. ADDITIONAL PROPERTIES. The Developer shall have the right to include within the Association additional lots located within Forest Park Filing Number 3 without additional costs or expenses to the said Developer, provided however, that in no event shall the total of the Lots within the Association as a result of such additions exceed 167 in number. No Annual Assessments or Special Assessments shall be due and owing from the Developer for any periods of time up to the date of addition of such Lots and no Annual Assessments or Special Assessments shall be due and owing from the Developer for any period of time after

said additions and up to the date on which the said Developer conveys said Lots by deed to Owners for use and occupation as residences, it being the intent of the Declarants to confine the said Developer's responsibilities with respect to payment of assessments or expenses to those contained in Article VI, Section 1, hereof. After the addition of said Lots and prior to their conveyance by the Developer to Owners for use and occupation as residences, said Lots shall qualify their Owner(s) as Class "B" Members. In all other regards, the inclusion of said Lots by the Developer shall bind said Lots and the Owners thereof to the terms and conditions of this Declaration and the Articles and By-Laws of the Association.

ARTICLE VII

ADDITIONAL OWNERS

SECTION 1. FOREST PARK FILINGS ONE AND TWO. All Owners of Lots in Forest Park Filings numbered 1 and 2 who have not joined the Association and bound themselves and their Lots by the terms of the within Declaration as of the date hereof, shall have the right to become a Declarant hereunder and to join the Association, provided that any Owner who has not subjected himself and his Lot to the terms of this Declaration so as to be eligible for membership before June 10, 1977 shall (unless waived or modified by a vote of at least two-thirds (2/3) of the then Class A Members) be required to pay to the Association an amount equal to all installments of all Annual Assessments and Special Assessments that have become due and payable on or after June 10, 1977, up to the date upon which application for membership is made by said owner plus six percent (6%) per annum simple interest on said installments of Annual Assessments and Special Assessments from the date upon which each of said Annual Assessments and Special Assessments became due and payable hereunder, and must further assume and agree to pay when due all installments of Annual Assessments and Special Assessments which have been fixed, but are to become due and payable thereafter. In addition to the payment .

of an amount equal to said accumulated assessments and interest, said Owner shall be required to agree to be bound by the covenants and conditions of this Declaration, including the requirement that his Lot shall be bound by the terms hereof (which obligation shall run with the land) and the terms and conditions of the Association Articles and By-Laws, as amended.

SECTION 2. OTHER PROPERTIES. Lots in the vicinity of but not located within the Properties or the Additional Properties may be made subject to the burdens and benefits of this Declaration and the Owners of such Lots may be admitted to membership in the Association with the approval of and upon such terms and conditions as are approved by a vote of at least two-thirds (2/3) of the then Class "A" Members. Any Lots made eligible by such vote to become subject to the burdens and benefits of this Declaration shall thereupon be deemed to have become part of the Additional Properties and at such time as the Owner(s) of any such Lots actually becomes a Member and subjects his Lot hereto, such Lot shall become part of the Properties. If so approved by the Class "A" Members, so-called condominium units which have been or are being sold and conveyed to Owners for use and occupancy as residences may be treated as Lots and the Owners thereof may be admitted as Members of the Association on the same basis as other Lots and Owners.

ARTICLE VIII

USE RESTRICTIONS

A. The use of the Recreation Area shall be subject to the restrictions set forth in Article IV, Section 1, and to those restrictions hereinafter set forth.

B. No use shall be made of the Recreation Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Recreation Area.

C. The use of the Recreation Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

ARTICLE IX

MISCELLANEOUS

SECTION 1. ENFORCEMENT. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to promptly enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. MEMBERSHIP SUCCESSION. Any person, firm, corporation, or other entity which shall succeed to the title of any Owner through foreclosure of a deed of trust or other type of security instrument or through probate, administration, or other legal proceedings, shall, upon issuance of the official deed to any Lot or consummation of other event of transfer, become thereupon a Member of the Association as Owner and shall succeed to the rights, duties and liabilities of the previous Owner as herein provided. Conveyance by such person, firm, corporation or other entity shall pass membership in the Association to the transferee as herein provided whether or not so stated in the instrument of transfer.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, beneficiaries, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the office of the Clerk and Recorder of the county in which the Properties are located, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a written instrument terminating this Declaration and signed and acknowledged by the then Owners of at least 80% of the then Lots shall have been recorded in the office of the Clerk and Recorder of the county within which the Properties

are located at least thirty (30) days prior to the end of such original twenty (20) year term or the end of any ten (10) year extension thereof. The provisions, covenants and restrictions of this Declaration may be amended during the first twenty (20) year period after recording of this Declaration by an instrument signed and acknowledged by the then Owners of not less than ninety percent (90%) of the then Lots and recorded in the county where the Properties are located; thereafter, it shall be sufficient for any such instruments to be signed by the then Owners of not less than seventy percent (70%) of the then Lots.

SECTION 4. SEVERABILITY. In the event that any one or more of the within covenants, restrictions or provisions are found or declared to be invalid, unlawful or unenforceable, or for any reason inapplicable to or unenforceable as against any party, such finding or declaration shall in no wise affect any other covenant, restriction or provision and except for the same, this Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals on the date hereinafter set forth.

ATTEST:


Secretary

K-B INDUSTRIES, INC.,
a California corporation

BY


President

Date of Execution: 5-1-78

140 JUL 30 1976
RECORDED IN 1570524 MARJORIE PAGE, Recorder

BOOK 2476 PAGE 729

PROTECTIVE COVENANT NUMBER ONE
FOREST PARK FILING NUMBER THREE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned being, all of the owners of the land laid out and platted as FOREST PARK FILING NUMBER THREE, according to the plat thereof duly recorded in the office of the Clerk and Recorder of Arapahoe County, Colorado, on the 16th day of October, 19 73 as reception number 1386725 of the records in said office, desiring to provide for the preservation of said FOREST PARK FILING NUMBER THREE as a choice and attractive residential district, hereby declares that all of said subdivision shall be subject to and entitled to the benefit of the Covenant herein set forth, and that all deeds and conveyances of any and every nature of any parts of said subdivision hereafter, executed by the undersigned, shall be deemed to incorporate this covenant therein as part of the consideration therefor, and that the same shall be binding upon the undersigned and all of their successors in title and interest in all and every part of said subdivision as hereinafter provided:

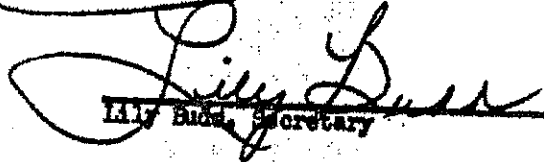
"All lots are subject to and bound by Public Service Company tariffs which are now and may in future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future 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."

1230234

SEVERABILITY, 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 full force and effect.

KB INDUSTRIES
A California Corporation


Joseph H. Barton, President

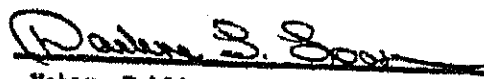

Lily Budd, Secretary

The foregoing Protective Covenant was acknowledged before me on the 29th day of July, 1976, by Joseph H. Barton, President and Lily Budd, Secretary, KB INDUSTRIES, A California Corporation, an owner of the herein subject property.

Subscribed and sworn to before me this 29th day of July, 1976.

My commission expires 4-25-77




Notary Public

Recorded at 10:51 o'clock P.M. FEB 21 1974
Reception No. 1406379 MARJORIE PAGE, Recorder

FIRST AMENDMENT TO

BOOK 2211 PAGE 48

PROTECTIVE COVENANTS

WHEREAS, the undersigned are the owners of and have an interest in and to the following described real property, situated in the Northwest 1/4 of Section 36, Township 5 South, Range 68 West of the 6th P.M., in the County of Arapahoe, State of Colorado, to wit:

Block 1 Inclusive
Block 2 Inclusive
Lots 1 thru 8 Block 3
Lots 1 thru 10 Block 4
Lots 1 thru 20 Block 5
Lots 1 thru 15 Block 6

All in FOREST PARK FILING NO. THREE, Arapahoe County, Colorado recorded in Book 25 Page 32 and 33 in Arapahoe County, dated October 16, 1973 and

WHEREAS, the aforesaid owners have previously filed Protective Covenants pertaining to said real property, said Covenants having been executed on the 12th day of November, 1973, and having been recorded November 14, 1973, at Book 2187, Pages 645, 646, 647, and 648 of the Books and Records of the Arapahoe County Clerk and Recorder, and

WHEREAS, said owners desire to delete said Protective Covenants entirely and to substitute in lieu thereof the following Protective Covenants.

NOW, THEREFORE, the undersigned are owners of the above described property and for the use and benefit of themselves and their heirs, successors and assigns, and all persons claiming by, through or under them, do hereby delete those certain Covenants heretofore executed on the 12th day of November, 1973, recorded November 14, 1973, at Book 2187, Pages 645, 646, 647, and 648 of the Books and Records of the Arapahoe County Clerk and Recorder, and in lieu of said Covenants said owners do hereby declare, represent, agree, restrict and covenant that the use, enjoyment and ownership of the above described lands shall be and the same are hereby restricted, limited and conditioned and protected as follows:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes.
2. ARCHITECTURAL CONTROL: No fence, wall hedge or shrub planting which obstructs sight line at elevations between two and six 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 twenty-five 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 ten feet from the intersection of a street property line with the edge of a drive-way or alley pavement. No tree 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.

3. PARKS AND RECREATION AREAS: The areas designated as Outlots on the recorded plat of Forest Park Filing Number Three are reserved for park and/or community type recreation use. No buildings shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of Outlots.

4. ARCHITECTURAL CONTROL COMMITTEE: The architectural control committee is composed of W. E. Storey, R. L. Storey, and L. D. West, whose addresses are 1700 West Belleview, Littleton, Colorado, 80120. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any 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 its covenant.

OMITTING RESTRICTIONS HEREIN, IF ANY,
BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN.

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 shall not be required and the related covenants shall be deemed to have been fully complied with.

5. DWELLING SIZE: No dwelling may be constructed on any building plot having less than 1000 square feet of living area, exclusive of porches, patios, garages, etc. Living area is defined as that area encompassed by interior walls. Minimum square footage requirements in two-story construction is 500 square feet on the first floor with same exclusions as first set out in this paragraph.

6. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback as approved by the building code of the County of Arapahoe, State of Colorado.

7. **LOT AREA AND WIDTH:** No single-family dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building set-back line, nor shall any single-family dwelling be erected or placed on any building site having an area of less than 8,400 square feet.
8. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and/or other easements given to the Public Service Company of Colorado for development of land.
9. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
10. **TEMPORARY STRUCTURES:** No portion of any building or basement or garage shall be occupied as living quarters before the construction of the entire building has been completed, and any building must be completed within one year following the commencement of the same. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any building site at any time as a residence, either temporarily or permanently.
11. **SIGNS:** No signs of any kind shall be displayed to the public view except 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.
12. **LIVESTOCK & POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept, provided, that they are not kept, bred or maintained for any commercial purpose.
13. **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 building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.
14. **GARBAGE AND REFUSE DISPOSAL:** No building site 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.

15. **COMMERCIAL USAGE:** No business, machine shop or other industrial structure or building devoted to commercial or business operation or enterprise shall be erected on any part of said building sites, except that temporary buildings may be erected and used by builders or developers or its designees, for use in developing homes and/or land on the building sites, and show homes.

16. **SIGHT DISTANCE AT INTERSECTIONS:** Unless approved, in accordance with paragraph 3 hereof, by the architectural control committee, 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 building site within the triangular area formed by the street property lines and a line connecting them at points 25 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 building site within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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.

17. **TERM:** These covenants 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 time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part.

This does not mean, however, that a majority of land owners herein cannot amend these covenants at any time after the recording hereof, in writing at a meeting duly called and the notices of such meetings recorded with any such amendments.

18. **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 violations or to recover damages.

19. **SEVERABILITY:** Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SUPPLEMENTAL

PROTECTIVE COVENANT NUMBER ONE
FOREST PARK FILING NO. THREE
Recorded October 16, 1973 Book 25 Page 32 & 33

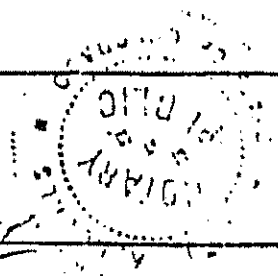
KNOW ALL MEN BY THESE PRESENTS: That the undersigned being

all of the owners of the land laid out and platted as Forest Park Filing No. Three, according to the plat thereof duly recorded in the Office of the Clerk and Recorder of Arapahoe County, Colorado on the 16th day of October, 1973, as reception number 1386725 of the records in said office, desiring to provide for the preservation of said Forest Park Filing No. Three as a choice and attractive residential district, hereby declare that all of said Subdivision shall be subject to and entitled to the benefit of the Covenant herein set forth, and that all deeds and covenants of any and every nature of any parts of said Subdivision hereafter executed by the undersigned shall be deemed to incorporate this covenant therein as part of the consideration therefore, and that the same shall be binding upon the undersigned and all of their successors in title and interest in all and every part of said Subdivision as hereinafter provided:

1. 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 for 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.

D & B CONSTRUCTION, INC.

W. E. Storey
W. E. STOREY
R. L. Storey
R. L. STOREY



The foregoing instrument was acknowledged before me this 1st day of February, 1974, by W. E. Storey and R. L. Storey, of D & B Construction, Inc., a Colorado corporation.

WITNESS my hand and official seal.
My commission expires: Dec. 1, 1977

(SEAL)

Betty R. Hughes
Notary Public

AMENDMENTS TO PROTECTIVE COVENANTS

WHEREAS, the undersigned, D & B CONSTRUCTION, INC., is the owner of certain real property situated in the Northwest 1/4 of Section 36, Township 5 South, Range 68 West of the 6th Principal Meridian in the County of Arapahoe, State of Colorado and more particularly described as follows:

- Lots 1 through 16 (inclusive), Block 1
- Lots 1 through 18 (inclusive), Block 2
- Lots 1 through 14 (inclusive), Block 3
- Lots 1 through 20 (inclusive), Block 4
- Lots 1 through 9 (inclusive), Block 5
- Block 6,
- Block 7,
- Lots 1 through 9 (inclusive), Block 8

All in FOREST PARK FILING NUMBER TWO, Arapahoe County, Colorado, recorded in Plat Book 23, Page 17, on the 17th day of October, 1972, and

WHEREAS, the undersigned, D & B CONSTRUCTION, INC., executed certain protective covenants on the 30th day of January, 1973, for the protection, development and control of the aforesaid real property, said protective covenants having been recorded on the 28th day of February, 1973, with the Clerk and Recorder of Arapahoe County, Colorado under Reception Number 1342695, Book 2104, Page 380 of the Books and Records of said Clerk and Recorder, and

WHEREAS, the undersigned, D & B CONSTRUCTION, INC., has determined that the aforesaid protective covenants should be amended with regard to the following properties only:

- Block 6,
- Block 7,
- Block 8, Lots 1 through 9 (inclusive),

All in FOREST PARK FILING NUMBER TWO, Arapahoe County, Colorado, according to the recorded plat thereof located in Book 23, Page 17.

NOW, THEREFORE, the undersigned owners of all of the property known and described as:

- Lots 1 through 16 (inclusive), Block 1
- Lots 1 through 18 (inclusive), Block 2
- Lots 1 through 14 (inclusive), Block 3
- Lots 1 through 20 (inclusive), Block 4
- Lots 1 through 9 (inclusive), Block 5
- Block 6,
- Block 7,
- Lots 1 through 9 (inclusive), Block 8

All in FOREST PARK FILING NUMBER TWO, Arapahoe County, Colorado, recorded in Plat Book 23, Page 17, on the 17th day of October, 1972,

does hereby amend the protective covenants heretofore executed by it on the 30th day of January, 1973, and recorded on the 28th day of February, 1973, at Book 2104, Page 380 of the Real Estate Books and Records, of the

Clerk and Recorder of Arapahoe County, Colorado, by specifically deleting and removing the property known and described as:

- Block 6,
- Block 7,
- Block 8, Lots 1 through 9 (inclusive),

All in FOREST PARK FILING NUMBER TWO, Arapahoe County, Colorado, according to the recorded plat thereof located in Book 23, Page 17,

from the benefits and burdens of said protective covenants and in lieu of said protective covenants, the following protective covenants shall bind, protect and control the use, enjoyment and development of the real property known and described as:

- Block 6,
- Block 7,

All in FOREST PARK FILING NUMBER TWO, Arapahoe County, Colorado, according to the recorded plat thereof located in Book 23, Page 17.

It is specifically understood that Block 8 (Lots 1 through 9, (inclusive)), shall be deleted from the provisions of the aforesaid Protective Covenants and shall not be subject to the burdens and benefits of these Amendments to Protective Covenants.

1. **LAND USE AND TYPE:** No lot shall be used except for residential purposes or for purposes of the development of tennis courts, swimming pools or non-profit recreational facilities. No building shall be erected altered place or permitted to remain on any lot other than detached single-family dwellings, multiple-family townhouses, condominium units, garden level apartments or swimming pools, tennis courts, or non-profit recreational facilities; and none of said buildings shall exceed two and one-half (2-1/2) stories in height.

2. **ARCHITECTURAL CONTROL:** No fence, wall, hedge, or shrub planting which obstructs sight line at elevations between two and six 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 twenty-five 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 ten feet from the intersection of a street property line with the edge of a drive-way or alley pavement. No tree 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.

3. **PARKS AND RECREATION AREAS:** The areas designated as Outlets on the recorded plat of Forest Park Filing Number Two are reserved for park and/or community type recreation use. No buildings shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of Outlets.

4. **ARCHITECTURAL CONTROL COMMITTEE:** The architectural control committee is composed of W. E. Storey, R. L. Storey, and L. D. West, whose addresses are 1700 West Belleview, Littleton, Colorado, 80120. A majority of the committee may designate a representative to act for it. In the event of death or resignation of

any 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 its covenant.

**OMITTING RESTRICTIONS HEREIN, IF ANY,
BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN.**

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 shall not be required and the related covenants shall be deemed to have been fully complied with.

5. DWELLING SIZE: a. Detached single-family units. No detached single-family dwelling shall be constructed with less than 1,350 square feet of living area exclusive of porches, patios and garages. Living area is defined as that area encompassed by interior walls. Minimum square footage requirements in two-story construction is 900 square feet on the first floor with the same exclusion as first set out in this paragraph.

b. Townhouses and condominiums. No multiple-family buildings classified as townhouses or condominium shall be constructed with less than 900 square feet of living area per separate dwelling unit. Minimum square footage in two-story construction is 550 square feet per dwelling unit on the first floor with the same exclusion as set forth in paragraph 5. a., hereof.

c. Garden level apartments. No buildings shall be constructed for garden level apartments with less than 900 square feet of living area per apartment unit. Minimum square footage in two-story construction is 550 square feet on the first floor with the same exclusions as set forth in paragraph 5. a., hereof.

6. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback as approved by the building code of the County of Arapahoe, State of Colorado. In any event no detached, single-family dwellings shall be located on any lot nearer than 25 feet to the front lots abutting collector and arterial streets, no building shall be located nearer than the minimum required by the building code of the County of Arapahoe, State of Colorado to the street property lines of said streets. No detached, single-family dwellings shall be located nearer than 16 feet to the building immediately next to it on the neighboring lot; except, however, no detached, single-family dwellings shall be located nearer than 5 feet to an interior lot line, except, that no side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building set-back line. No detached, single-family dwellings shall be located on an interior site nearer than 25 feet to the rear site line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building or a lot to encroach upon another lot.

7. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and/or other easements given to the Public Service Company of Colorado for development of land.

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

9. **TEMPORARY STRUCTURES:** No portion of any building or basement or garage shall be occupied as living quarters before the construction of the entire building has been completed, and any building must be completed within one year following the commencement of the same. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any building site at any time as a residence, either temporarily or permanently.

10. **SIGNS:** No signs of any kind shall be displayed to the public view except 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.

11. **LIVESTOCK & POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept, provided, that they are not kept, bred or maintained for any commercial purposes.

12. **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 building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

13. **GARBAGE AND REFUSE DISPOSAL:** No building site 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.

14. **COMMERCIAL USAGE:** No business, machine shop or other industrial structure or building devoted to commercial or business operation or enterprise shall be erected on any part of said building sites, except that temporary buildings may be erected and used by builders or developers or its designees, for use in developing homes and/or land on the building sites.

15. **SIGHT DISTANCE AT INTERSECTIONS:** Unless approved, in accordance with paragraph 3 hereof, by the architectural control committee, 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 building site within the triangular area formed by the street property lines and a line connecting them at points 25 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 building site within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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.

16. PUBLIC SERVICE COMPANY TARIFFS: 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 for the State of Colorado relating to street lighting in this sub-division, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The owner and owners shall pay as billed a portion of the cost of public street lighting in the sub-division according to the Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

17. TERM: These covenants 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 time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part.

This does not mean, however, that a majority of landowners herein cannot amend these covenants at any time after the recording hereof, in writing at a meeting duly called and the notices of such meetings recorded with any such amendments.

18. 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 violations or to recover damages.

19. COVENANTS RUNNING WITH THE LAND: All deeds and covenants of any and every nature hereinafter executed by the undersigned with regard to the aforesaid property shall be deemed to incorporate this Amended Protective Covenant therein as part of the consideration therefore, and the same shall be binding upon the undersigned and all of its successors in title and interest.

20. SEVERABILITY: Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

D & B CONSTRUCTION, INC.

W. E. Storey, Pres.
W. E. STOREY, President

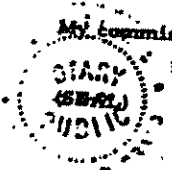
Robert L. Storey
R. L. STOREY, Secretary



The foregoing instrument was acknowledged before me this _____ day of _____, 1973, by W. E. STOREY and R. L. STOREY, of D & B CONSTRUCTION, INC., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: Nov 1 1977



W. E. Storey
Notary Public

Recorded at 10²⁷ o'clock a M. NOV 14 1973
Reception No. 1392122 MARJORIE PAGE, Recorder

BOOK 2187 PAGE 645

PROTECTIVE COVENANTS

WHEREAS, the undersigned are the owners of and have an interest in and to the following described real property, situated in the Northwest 1/4 of Section 36, Township 5 South, Range 68 West of the 6th P.M., in the County of Arapahoe, State of Colorado, to-wit:

Block 1 Inclusive
Block 2 Inclusive
Lots 1 thru 8 Block 3
Lots 1 thru 10 Block 4
Lots 1 thru 20 Block 5
Lots 1 thru 15 Block 6

All in FOREST PARK FILING NO. THREE, Arapahoe County, Colorado recorded in Book 25 Page 32 and 33 in Arapahoe County, dated October 16, 1973 and

WHEREAS, the undersigned are desirous of maintaining said real property as a first class residential district.

NOW, THEREFORE, the undersigned are owners of the above described property and for the use and benefit of themselves and their heirs, successors and assigns, and all persons claiming by, through or under them, do hereby declare, represent, agree, restrict and covenant that the use, enjoyment and ownership of the above described lands shall be and the same are hereby restricted, limited and conditioned and protected as follows:

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 a private garage for not more than three cars.
2. ARCHITECTURAL CONTROL: No fence, wall, hedge or shrub planting which obstructs sight line at elevations between two and six 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 twenty-five 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 ten feet from the intersection of a street property line with the edge of a drive-way or alley pavement. No tree 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.
3. PARKS AND RECREATION AREAS: The areas designated as Outlots on the recorded plat of Forest Park Filing Number Three are reserved for park and/or community type recreation use. No buildings shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of Outlots.
4. ARCHITECTURAL CONTROL COMMITTEE: The architectural control committee is composed of W. E. Storey, R. L. Storey, and L. D. West, whose addresses are 1700 West Bellevue, Littleton, Colorado, 80120. A majority of the committee may designate a representative

to act for it. In the event of death or resignation of any 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 its covenant.

OMITTING RESTRICTIONS HEREIN, IF ANY
BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN.

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 shall not be required and the related covenants shall be deemed to have been fully complied with.

5. DWELLING SIZE: No dwelling may be constructed on any building plot having less than 1350 square feet of living area, exclusive of porches, patios, garages, etc. Living area is defined as that area encompassed by interior walls. Minimum square footage requirements in two-story construction is 900 square feet on the first floor with same exclusions as first set out in this paragraph.

6. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback as approved by the building code of the County of Arapahoe, State of Colorado. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line, or except that on all lots abutting collector and arterial streets, no building shall be located nearer than the minimum required by the building code of the County of Arapahoe, State of Colorado to the street property lines of said streets. No building shall be located nearer than 16 feet to the building immediately next to it on the neighboring lot; except, however, no building shall be located nearer than 5 feet to an interior lot line, except, that no side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building set-back line. No dwelling shall be located on an interior site nearer than 25 feet to the rear site line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building or a lot to encroach upon another lot.

7. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any building site having an area of less than 8,400 square feet.

8. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and/or other easements given to the Public Service Company of Colorado for development of land.

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

10. TEMPORARY STRUCTURES: No portion of any building or basement or garage shall be occupied as living quarters before the construction of the entire building has been completed, and any building must be completed within one year following the commencement of the same. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any building site

at any time as a residence, either temporarily or permanently. BOOK 2187 PAGE 647

11. SIGNS: No signs of any kind shall be displayed to the public view except 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.

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

13. 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 building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

14. GARBAGE AND REFUSE DISPOSAL: No building site 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.

15. COMMERCIAL USAGE: No business, machine shop or other industrial structure or building devoted to commercial or business operation or enterprise shall be erected on any part of said building sites, except that temporary buildings may be erected and used by builders or developers or its designees, for use in developing homes and/or land on the building sites.

16. SIGHT DISTANCE AT INTERSECTIONS: Unless approved, in accordance with paragraph 3 hereof, by the architectural control committee, 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 building site within the triangular area formed by the street property lines and a line connecting them at points 25 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 building site within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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.

17. TERM: These covenants 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 time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part.

This does not mean, however, that a majority of landowners herein cannot amend these covenants at any time after the recording hereof, in writing at a meeting duly called and the notices of such meetings recorded with any such amendments.

18. 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 violations or to recover damages.

19. SEVERABILITY: Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

S U P P L E M E N T A L

PROTECTIVE COVENANT NUMBER ONE FOREST PARK FILING NO. THREE
Recorded October 16, 1973 Book 25 Page 32 & 33

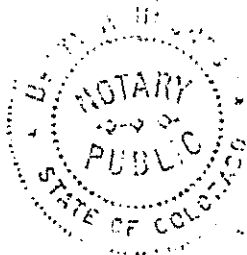
KNOW ALL MEN BY THESE PRESENTS: That the undersigned being all of the owners of the land laid out and platted as Forest Park Filing No. Three, according to the plat thereof duly recorded in the Office of the Clerk and Recorder of Arapahoe County, Colorado on the 16th day of October, 1973 as reception number 1386725 of the records in said office, desiring to provide for the preservation of said Forest Park Filing No. Three as a choice and attractive residential district, hereby declare that all of said Subdivision shall be subject to and entitled to the benefit of the Covenant herein set forth, and that all deeds and covenants of any and every nature of any parts of said Subdivision hereafter executed by the undersigned shall be deemed to incorporate this covenant therein as part of the consideration therefore, and that the same shall be binding upon the undersigned and all of their successors in title and interest in all and every part of said Subdivision as hereinafter provided:

1. 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 for 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 changed 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.

D & B Construction, Inc.

W. E. Storey
W. E. Storey

R. L. Storey
R. L. Storey



The foregoing instrument was acknowledged before me this 12th day of November, 1973, by W. E. Storey and R. L. Storey, of D & B Construction, Inc., a Colorado Corporation.

Witness my hand and official seal.

Betty O. Hughes
Notary Public

1342695 PROTECTIVE COVENANTS

BOOK 2104 PAGE 380

WHEREAS, the undersigned are the owners of and have an interest in and to the following described real property, situated in the Northwest 1/4 of Section 36, Township 5 South, Range 68 West of the 6th P.M., in the County of Arapahoe, State of Colorado, to-wit:

Lots 1 to 16, Block 1
Lots 1 to 18, Block 2
Lots 1 to 14, Block 3
Lots 1 to 20, Block 4
Lots 1 to 9, Block 5
Block 6, Inclusive
Block 7, Inclusive
Lots 1 to 9, Block 8

All in FOREST PARK FILING NUMBER 2, Arapahoe County, Colorado recorded in Book 23 Page 17 in Arapahoe County, dated October 17, 1972 and

WHEREAS, the undersigned are desirous of maintaining said real property as a first class residential district.

HOP. THEREFORE, the undersigned are owners of the above described property and for the use and benefit of themselves and their heirs, successors and assigns, and all persons claiming by, through or under them, do hereby declare, represent, agree, restrict and covenant that the use, enjoyment and ownership of the above described lands shall be and the same are hereby restricted, limited and conditioned and protected as follows:

- 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 a private garage for not more than three cars.
- 2. ARCHITECTURAL CONTROL:** No fence, wall, hedge or shrub planting which obstructs sight line at elevations between two and six 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 twenty-five 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 ten feet from the intersection of a street property line with the edge of a drive-way or alley pavement. No tree 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.
- 3. PARKS AND RECREATION AREAS:** The areas designated as Outlots on the recorded plat of Forest Park Filing Number Two are reserved for park and/or community type recreation use. No buildings shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of Outlots.
- 4. ARCHITECTURAL CONTROL COMMITTEE:** The architectural control committee is composed of W. E. Storey, R. L. Storey, and L. D. West, whose addresses are 1700 West Bellevue, Littleton, Colorado, 80120. A majority of the committee may designate a representative

BOOK 2104 PAGE 381
to act for it. In the event of death or resignation of any 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 its covenant.

**OMITTING RESTRICTIONS HEREIN, IF ANY
BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN.**

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 shall not be required and the related covenants shall be deemed to have been fully complied with.

5. **DWELLING SIZE:** No dwelling may be constructed on any building plot having less than 1350 square feet of living area, exclusive of porches, patios, garages, etc. Living area is defined as that area encompassed by interior walls. Minimum square footage requirements in two-story construction is 900 square feet on the first floor with same exclusions as first set out in this paragraph.
6. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback as approved by the building code of the County of Arapahoe, State of Colorado. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line, or except that on all lots abutting collector and arterial streets, no building shall be located nearer than the minimum required by the building code of the County of Arapahoe, State of Colorado, to the street property lines of said streets. No building shall be located nearer than 16 feet to the building immediately next to it on the neighboring lot; except, however, no building shall be located nearer than 5 feet to an interior lot line, except, that no side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building set-back line. No dwelling shall be located on an interior site nearer than 25 feet to the rear site line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building or a lot to encroach upon another lot.
7. **LOT AREA AND WIDTH:** No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any building site having an area of less than 8,400 square feet.
8. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and/or other easements given to the Public Service Company of Colorado for development of land.
9. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
10. **TEMPORARY STRUCTURES:** No portion of any building or basement or garage shall be occupied as living quarters before the construction of the entire building has been completed, and any building must be completed within one year following the commencement of the same. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any building site

at any time as a residence, either temporarily or permanently. BOOK 2104 PAGE 382

11. **SIGNS:** No signs of any kind shall be displayed to the public view except 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.

12. **LIVESTOCK & POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept, provided, that they are not kept, bred or maintained for any commercial purpose.

13. **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 building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

14. **GARBAGE AND REFUSE DISPOSAL:** No building site shall be used or maintained as a dump 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.

15. **COMMERCIAL USAGE:** No business, machine shop or other industrial structure or building devoted to commercial or business operation or enterprise shall be erected on any part of said building sites, except that temporary buildings may be erected and used by builders or developers or its designees, for use in developing homes and/or land on the building sites.

16. **SIGHT DISTANCE AT INTERSECTIONS:** Unless approved, in accordance with paragraph 3 hereof, by the architectural control committee, no fence, wall, hedge or shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above the roadway, shall be placed or permitted to remain on any corner building site within the triangular area formed by the street property lines and a line connecting them at points 25 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 building site within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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.

17. **TERM:** These covenants 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 time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part.

This does not mean, however, that a majority of landowners herein cannot amend these covenants at any time after the recording hereof, in writing at a meeting duly called and the notices of such meetings recorded with any such amendments.

18. **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 violations or to recover damages.

19. SEVERABILITY: Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

S U P P L E M E N T A L

PROTECTIVE COVENANT NUMBER ONE FOREST PARK FILING NUMBER TWO
Recorded October 17, 1972 Book 23 Page 17

KNOW ALL MEN BY THESE PRESENTS: That the undersigned being all of the owners of the land laid out and platted as Forest Park Filing Number Two, according to the plat thereof duly recorded in the Office of the Clerk and Recorder of Arapahoe County, Colorado on the 17th day of October, 1972 as reception number 1319423 of the records in said office, desiring to provide for the preservation of said Forest Park Filing Number Two as a choice and attractive residential district, hereby declare that all of said Subdivision shall be subject to and entitled to the benefit of the Covenant herein set forth, and that all deeds and covenants of any and every nature of any parts of said Subdivision hereafter executed by the undersigned shall be deemed to incorporate this covenant therein as part of the consideration therefore, and that the same shall be binding upon the undersigned and all of their successors in title and interest in all and every part of said Subdivision as hereinafter provided:

1. 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 for 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.

D & B Construction, Inc.

W. E. Storey
W. E. Storey

R. L. Storey
R. L. Storey



The foregoing instrument was acknowledged before me this 13th day of October, 1973, by W. E. Storey and R. L. Storey, of D & B Construction, Inc., a Colorado Corporation.

My Commission expires 1st Commission expires Dec. 27, 1978.
Witness my hand and official seal.



(Caroline) Morris
Notary Public