

FILING No. 3

DATED 1969

PROTECTIVE COVENANTS

PARK FOREST SUBDIVISION

Whereas, the undersigned are the owners or have an interest in and to the following described real property, situate in the City and County of Denver, State of Colorado, to-wit:

Lot 1 to 6, Blk 1	Lots 1 to 2, Blk 3
Lot 1 to 19, Blk 2	Lots 1 to 5, Blk 4

All in Park Forest Filing No. Three (3)  
According to the recorded plat thereof,  
City and County of Denver  
State of Colorado,

and

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

Now Therefore, said owners do, for themselves, their heirs, grantees, successors, and assigns, hereby declare, impose and establish conditions and protective covenants with respect to the real property above described as follows:

1. LAND USE AND BUILDING TYPE: No building site shall be used except for residential purposes. No building shall be erected, altered or placed or permitted to remain upon any building site other than one detached single family dwelling not to exceed two stories in height and a private garage to accomodate not more than three cars.

2. ARCHITECTURAL CONTROL: No building, fence wall or other structure shall be erected, placed or altered on any building site until the construction plans and specifications showing the kind, shape, height, materials, floor plans, exterior color scheme, landscaping and grading plan, and a plat showing the location of the structure, have been submitted to and approved in writing by the architectural control committee as to quality of and as to location with respect to topography and effect on the outlook from adjacent neighboring building sites, and finish grade elevation. No fence or exterior wall shall be erected, placed or altered on any building site nearer to any street than the minimum building setback line, or exceding 42 inches in height, unless similarly approved. Approval shall be as provided in paragraph 16 hereof.

3. DWELLING COST: QUALITY AND SIZE: No dwelling shall be permitted on any building site at a cost of less than \$18,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be procured on the date these covenants are recorded at the minimum permitted dwelling size.

4. BUILDING LOCATION: No building shall be located on any building site nearer than 20 feet to the front lot line, or nearer than 5 feet to any side street line. No building shall be located nearer than 5 feet to an interior building site line, except that no side yard shall be required for a garage or other permitted accessory building located on rear 1/3 of building site. No dwelling shall be located on any interior building site nearer than 5 feet to the rear lot 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 on a building site to encroach upon another building site.

5. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any building site having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any building site having an area of less than 6,000 square feet.

6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five 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 or utility company is responsible. Eight foot wide easement is granted for the exclusive use of Public Service Company on both sides of all streets within Park Forest Filing NO. 3. These easements are located on the property immediately adjacent to all platted roadways. Other utilities shall have the right to cross at approximately right angles but in no event shall any water meters, valves, street lights, power poles, mail boxes, other structures, be allowed in the above described. Trees and shrubs shall be allowed in the Two (2) feet immediately adjacent to the platted streets, but in no event shall they be allowed in the other Six (6) feet of the easement. Concrete drives and sidewalks are permissible as long as they cross at substantially right angles and do not exceed Twenty Six (26) feet in width.

7. NUISANCE: The owner of any building site shall not suffer or permit any noxious or offensive activity to be conducted or carried on or practiced thereon, or in any residence or dwelling or accessory building constructed thereon or otherwise used or employed for any other purpose that will constitute an annoyance to the neighborhood or a nuisance in law or that will detract from the residential value or qualities of said premises.



8. 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 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.

9. SIGNS: No signs of any kind shall be displayed to the public view on any building site except signs used by a builder to advertise the property during the construction and sales period and one sign of not more than 5 square feet advertising the property for sale or rent.

10. 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.

11. LIVESTOCK AND 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.

12. 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 insanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

13. COMMERCIAL USAGE: No business building, machine shop or other industrial structure or building devoted to commercial or business enterprise shall be erected on any part of said building sites or in any residence or dwelling or accessory building constructed thereon, except that temporary buildings may be erected and used by Brownbriar Enterprises, Inc., or its designees, for use in developing homes on the building sites.

14. SIGHT DISTANCE AT INTERSECTIONS: Unless approved, in accordance with paragraph 16 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.

15. ARCHITECTURAL CONTROL COMMITTEE AND MEMBERSHIP:  
The architectural control committee is composed of;

E. Sheldon Green, 2908 E. Cresthill Ave., Littleton Colo.  
Jerome C. Brown, 781 So. Holly St., Denver, Colo.  
Fred E. Kirk, 5370 S. Washington St., Littleton, Colo.

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. At any time, the then record owners of a majority of the lots shall have the power, through a duly 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.

16. ARCHITECTURAL CONTROL COMMITTEE 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.

17. ROOFING MATERIALS: Roofing materials shall be restricted to shake shingle or clay tile or other comparable or similar materials approved by the architectural control committee as provided in paragraph 16 hereof....

TERM: These covenants are to run with the title to the land, and shall be binding on all parties claiming under them until February 1, 1999 after which time, the said covenants shall be automatically extended for successive periods of 10 years, until an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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

SEVERABILITY: Invalidation of any 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.

DATED January 24, 1969