

AMENDMENTS TO THE DECLARATION OF  
COVENANTS FOR PHASE I,  
FOREST PARK SUBDIVISION  
ELBERT COUNTY, COLORADO

The declaration of covenants of the Forest Park Subdivision, recorded at book 407, page 366, amended at book 429, page 10, of the records of the Elbert County Clerk and Recorder, State of Colorado (The Covenants), have been amended as follows:

Article III, p. 1 shall be changed to read as follows:

Environmental Committee – The committee shall be appointed by the board of directors of the Forest Park Homeowner's Association Inc. as necessary. The total membership of the committee being not less than three nor more than seven in number. Said committee shall have the responsibility power and authority to act hereunder in the exercise and controls herein.

Article III, p. 8 shall be replaced as follows:

The committee as designated in Article III, p.1 above, shall continue to serve until such time as these amendments expire.

Article IV, p. 16 shall be amended to include:

Fencing of both wood and vinyl constructions as approved by the committee.

Article IV, p. 17 shall be changed to add:

In home businesses may be conducted in Forest Park Subdivision subject to the following restrictions:

- A. That such in home business does not substantially impact or affect the level of vehicular traffic experienced in Forest Park Subdivision.
- B. That noise, odors, and smoke are not substantially greater than that of residential use.
- C. That such in home business shall be conducted within residence or such out building allowed under residential use in Forest Park Subdivision. Except for lots 56 and 57, no commercial buildings of any kind shall be constructed on any lot in Forest Park Subdivision.
- D. All in home businesses shall be accordance with the zoning and other applicable regulations of Elbert County, Colorado.
- E. No business signs of any type shall be displayed except for lots 56 and 57.

Resolution No. W12100 Date 4/19/1987  
Elbert County Recorder  
By [Signature] 2:27 PM

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DECLARATION OF COVENANTS FOR PHASE I,  
FOREST PARK SUBDIVISION, ELBERT COUNTY,  
COLORADO

ARTICLE I - OWNERSHIP AND PURPOSE OF COVENANTS

1. Ownership - Lawrence E. Frickey and Gene R. Taylor are the record owners of certain real property located in Elbert County, Colorado which is described more particularly on Exhibit I attached hereto, made a part hereof and incorporated herein by reference, which said property is the subject of the within covenants.
2. General Requirements - It is the intention of the owners as expressed by their execution of this instrument that the land shall be developed and maintained as a highly desirable rural residential area. It is the purpose of these covenants that the present natural beauty, growth, native setting and surroundings shall be protected insofar as possible in connection with the uses and structures permitted by this instrument.
3. Control and Effect - The owners of the property hereby declare that the property shall hereafter and henceforth be encumbered and subject to the within covenants, conditions, restrictions, easements, charges, liens and rights, all of which hereby are determined to run with the land.

ARTICLE II - DEFINITIONS

1. Residential Lots - All of the subdivision lots designated on the recorded plat of the subdivision by block and or lot number shall be residential tracts, other than lots 56 and 57 as dedicated on the recorded plat as commercial lots.
2. Forest Park - The name Forest Park as used in these covenants shall mean the land included within the subdivision as shown on the recorded plat.

ARTICLE III - FOREST PARK ENVIRONMENTAL COMMITTEE

1. Environmental Committee - The Committee shall be composed of Lawrence E. Frickey and Gene R. Taylor, and such other members as the aforementioned individuals shall determine, the total membership of the Committee being not less than three (3) nor more than seven (7) in number. Said Committee shall have the responsibility, power and authority to act hereunder in the exercise and control of the terms herein.
2. General Requirements - The Committee shall require that all improvements including but not limited to dwelling houses, swimming pools, tennis courts, ponds, flag poles, antennas, fences, walls, garages, drives, parking area, curbs, and walks, shall not be constructed or altered nor natural vegetation be altered or destroyed nor landscape development be performed on any lot, unless complete plans for such construction or alteration be approved in writing by the Committee prior to commencement of any work. If the Committee fails to take action within thirty (30) days after complete plans for such work have been submitted, then all of such submitted plans shall be deemed to be approved. The Committee shall protect the seclusion of each home from others insofar as possible. Approval by the Committee shall not be deemed to constitute compliance with the responsibility of the Owner or other person submitting plans to the Committee to comply therewith.
3. Environmental Committee Not Liable - The Committee shall not be liable in damages to any person or association submitting any plans for approval, or to any owner or owners of lands within Forest Park by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to

such plans. Any person or association submitting plans to the Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Committee, its members as individuals, advisors, employees, agents or developer.

4. Variances - Where circumstances, such as topography, location of trees, vegetation, or other physical interference required, the Committee may, by a two thirds (2/3) vote allow reasonable variances to the covenants as to terms and conditions it shall require however, the Committee shall reserve the right, if they deem it necessary, to mail notices of any variances to each owner or owners of lands in Forest Park at the time the request is so made. In the event that any ten per cent (10%) of the said land owners notify the Committee in writing within a prescribed fifteen (15) days after the notices were served by the U.S. Mails, objecting to the variance so requested, then the Committee shall set a further hearing date within thirty (30) days at which time to determine whether or not to grant said variance, all property owners to be mailed Notice of said meeting no less than ten (10) days prior to the date and time of the meeting.

5. Written Records - The Committee shall keep for at least two (2) years complete records of applications submitted to it (including one (1) set of all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this instrument.

6. Plans - The Committee shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by these covenants.

7. Preliminary Approvals - Persons or associations who anticipate construction improvements within Forest Park must own land in this subdivision, or who contemplate the purchase of land, may submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be committed or bound by any informal review until complete design plans are submitted and approved or disapproved.

8. Duration - The Committee as designated in Article III, Paragraph 1, above, shall continue to serve until such time as twenty five (25) lots in the subdivision are sold or transferred by Lawrence E. Frickey and Gene R. Taylor, their successors or assigns to individual lot owners. Thereafter, the Committee may then be elected from the existing land owners which must consist of at least three (3) members. This Committee when so appointed will have the same rights and powers to act in all matters and/or the enforcement of the covenants contained herein as was originally set forth.

ARTICLE IV - GENERAL RESTRICTIONS ON ALL LOTS AND TRACTS

1. Zoning Regulations - No land within Forest Park shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Elbert County, Colorado.

2. Signs - One (1) lot entrance gate sign of a style and design as approved by the Committee shall be permitted. One (1) "For Rent" or "For Sale" sign shall be permitted if no larger than 20 x 26 inches; otherwise, no advertising signs, billboards, unsightly objects or nuisance shall be erected, altered or permitted on any tract or lot. No sign shall exceed six (6) square feet unless permitted by the Elbert County Building Department.

3. Animals - No animals will be raised or bred on any lot for commercial purposes or reasons.

A. Household pets will be allowed, however, no more than two of any kind of animal will be allowed without approval of the Environmental Committee or its assigns. No pet shall be allowed off its premises except under strict control of its owner.

B. Horses will be allowed only if they are kept corralled in an area not to exceed 1,500 square feet.

- (1) No more than two (2) horses will be allowed per site without the approval of the Environmental Committee or its assigns.
- (2) Horses may not be allowed to graze and pasture on a site. To pasture a horse on this type of property requires 15 acres or more per year, per animal. This property is not represented as capable of extended grazing without damage to the natural grass and vegetation. Therefore, horses must be kept corralled.
- (3) Pigs, goats, stallions, cows and cattle, fowl and poultry are expressly prohibited in Forest Park.
- (4) Other animals will be allowed only with the approval of the Environmental Committee or its assigns.
- (5) All barns, stables, sheds or outbuildings permitted for housing of animals on any lot shall at all times be kept in as neat and sanitary condition as possible and no unreasonable accumulation of manure or other waste and litter shall be permitted.

4. Irrigation - In no event, shall any lot owner irrigate more than one thousand (1,000) square feet for garden use and two thousand five hundred (2,500) square feet for formal lawn area. The restrictions contained herein shall be considered maximum water usage per lot, subject to such other restrictions as may be placed upon the lot owner by the office of the State Division of Water Resources for the State of Colorado.

5. No Resubdivision - No tract with two and one-half (2 1/2) acres gross as described on the recorded plat shall be resubdivided into a smaller tract or lot nor conveyed or encumbered except as permitted on said recorded plat; however, conveyances or dedications of easements for utilities or private lanes or roads may be made for less than all of one tract.

6. Disturbed Vegetation - It shall be the responsibility of every property owner to use their land in such a manner as to disturb as little vegetation for natural beauty and erosion protection. In the event any portion of any lot should be disturbed through construction, erosion or any other cause, with the exception of excavations, the property owner shall seek assistance from the Elbert County Soil Conservation District as to the method and manner of reseeding such disturbed area.

7. Clotheslines and Exterior Tanks - No property owner shall place upon his premises clothes lines, swimming pool filter tanks, fuel oil tanks or similar tanks unless appropriately screened so that they will not be visible from the street or from adjoining tracts. Protective enclosures to screen the above must be approved by the Environmental Committee as a part of the plans for the improvements to be located on the property.

8. Storage - No lot shall be used for the storage of lumber or any other material (except during construction of a house or approved outbuilding thereon). No lot shall be used for the storage of trucks, cars, machinery or equipment except during the development of land and construction thereon or that ordinarily kept for the operation of lands described in this declaration for residential purposes as is normal in this area.

9. Fireplaces, Chimneys, Barbeques - All fireplaces, chimneys, and barbeques shall be equipped with spark arresting screens.

10. Used or Temporary Structures - No temporary house, moved in used house, mobile home, modular or prefabricated house shall be allowed on site. However, the Environmental Committee will consider separately each application to allow a mobile home on any lot on strictly a temporary basis, during construction, not to exceed six months, provided the construction of the improvements on said lot have commenced and financing and completion date are assured and a \$1,000.00 (One Thousand Dollar) cash bond is posted to guarantee completion date. No new dwelling shall be occupied in any manner prior to its completion. No basement, tent, shack, garage, barn or other outbuilding or recreational vehicle shall be occupied or used as a residence.

11. Insect and Pest Control - It is recognized that a threat to the forestation of the area exists in the Pine Bark Beetle, as well as, other insects and pests. Trees infested with Pine Bark Beetle or other pests will be immediately removed from the property, and treated in accordance with procedures recommended by the U.S. Forest Service. Refusal by the lot owner to remove such trees shall be deemed as permission to the Homeowners Association to remove the diseased trees themselves, or hire the removal of said diseased trees and require the payment of such costs of removal by the lot owner. In cases of dispute as to the health or danger to said diseased trees, all parties agree to follow the recommendations of the U.S. Forest Service.

12. Utility Lines - Utility lines, telephone and electricity lines on the perimeter and rear lot lines of all lots shall be above ground. Service from above ground poles to residences shall be underground, except as approved by the Environmental Committee. Water lines, gas lines, T V cable, and etc. shall be underground.

13. Exterior Lighting - All exterior lighting and standards shall be approved by the Environmental Committee in Forest Park.

14. Off-Street Parking - Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence. No parking shall be allowed within the road right-of-way. Recreational vehicles, boats, boat trailers, and etc. parked on the premises shall be enclosed or appropriately screened so they will not be visible from the street.

15. Cinderblock or Concrete Foundations - No foundation or cinderblock or concrete shall be exposed. Facing must be of wood, brick, or stone on the exterior of the homes in Forest Park. No artificial stone facing or any other manufactured product of this nature shall be allowed without the written approval of the Environmental Committee.

16. Fencing - All fences on road frontages must be of wood construction as approved by the Committee. Fencing on all other boundaries must be of new construction. Wire may be woven or barbless. If barbless, a minimum of four (4) strands must be used. Posts may be spaced on a maximum of one (1) rod. No fencing may be placed across or upon any road right of way as shown on the recorded plat. All fencing on road frontages shall be placed ten (10) feet inside the property line to be used only for snow storage purposes.

17. Businesses - No commercial businesses of any kind may be conducted or permitted in Forest Park, other than on lots 56 and 57.

ARTICLE V - RESTRICTIONS ON RESIDENTIAL TRACTS

1. Restrictions - Whether or not provisions are specifically stated in any conveyance of acceptance of title hereto or by taking possession, the owner covenants and agrees that no building, wall, swimming pool, aerial, antenna or other structure shall be placed upon said tract unless and until the plans and specifications and the plot plans have been approved in writing by the Environmental Committee. Each such building, wall, swimming pool, aerial, antenna or other structure shall be placed on the premises only in accordance with the plans and specifications and plot so approved. The appearance of any building to be constructed on any lot must enhance the environmental surroundings and the Committee must approve or disapprove the structure and the exterior of any ancillary buildings which must be constructed on same or similar materials as that of the main building. Refusal or approval of plans and specifications by the Committee may be based upon any ground, including purely aesthetic grounds within the sole and uncontrollable discretion of the Committee or its Assigns. No alteration in the exterior appearance of the building or structures shall be made without the like approval. The issuance of a building permit or license, which may be contravention of these protective covenants, shall not prevent the Committee from enforcing these provisions.

2. Number and Location of Buildings - No building or structures shall be placed, erected, altered, or permitted to remain on any residential lot other than:

- A. One single-family dwelling house; and a minimum
- B. Attached/detached two (2) car garage; and a
- C. Service type out building; and a
- D. Service type barn or stable

3. Dwelling House - The construction of a detached garage or service type out building shall not be erected until after commencement of construction of the dwelling house and garage on the same residential tract. All construction and alteration work shall be completed within nine (9) months after commencement of construction. This period of construction may be extended by an additional three (3) months period if said extension is made necessary by reason of inclement weather, inability to obtain materials, strikes, acts of God, and etc. The exterior construction on all buildings must be completed, including treating or painting of wood, before occupancy.

4. Dwelling Size - Ground floor area of each dwelling, exclusive of porches and garages, shall not be less than one thousand three hundred (1,300) square feet for a one story structure. If there is one and one-half (1 1/2) or more stories to the home, the total floor space exclusive of basements, must be not less than one thousand six hundred (1,600) square feet; not less than one thousand (1,000) square feet on the ground floor and not less than six hundred (600) square feet on the second floor.

5. Driveways and Access Roads - All driveways and access roads shall be graveled, asphalted or paved prior to the occupancy of the dwelling. The entrance of the driveway or access road to the dwelling shall be constructed with either a culvert or concrete pan of suitable specifications as determined by the Committee and also approved by the Elbert County Building Department.

6. Landscape Development - Native trees or brush growing on any residential site or common areas shall not be removed, trimmed, cleared, nor native rocks removed, or extensive grading be performed unless first approved in writing by

the Environmental Committee.

ARTICLE VI - EASEMENTS

1. Utility Easements - Lawrence E. Frickey and Gene R. Taylor do hereby reserve and have dedicated to the Public, perpetual easements as shown and described on the recorded plat for the purpose of construction, maintenance, operating, replacing, enlarging, and repairing power, telephone, water irrigation, storm drainage, gas, and similar lines, pipes, wires, ditches, conduits, walking and riding trails. Such easements shall remain open and unfenced; such easements as are described, ten (10) feet utility easement only may be fenced but not excavated or built upon. Additionally, the owners hereby reserve for themselves and their assigns combination easements ten (10) feet wide along each side of all road right-of-ways for the purposes of constructing slopes, snow storage, general road maintenance and utilities, which said easements shall not be fenced, excavated or built upon.

2. Easement for Private Roads or Lanes - The owners of the property hereby reserve unto themselves, their successors and assigns, perpetual easements on Lots 21, 24, 25, 26, 48 and 49 for private roads or lanes to be used for ingress and egress access purposes to certain sites or adjoining properties.

ARTICLE VII - ENFORCEMENT

1. Enforcement Actions - The Environmental Committee shall have the right to prosecute any action, enforce the provisions of all covenants by injunctive relief, on behalf of itself or all or part of the Forest Park land owners. In addition, each land owner shall have the right to prosecute for injunctive relief and for damages for reason of any covenant violation.

2. Limitations on Actions - In the event any construction, alteration of site landscape work is commenced upon any portion of Forest Park in violation of these covenants and no action is commenced within thirty (30) days thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but an action for damages shall still be available to any party aggrieved. Said thirty (30) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE VIII - GENERAL PROVISIONS

1. Severability - Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

2. Effect and Duration of Covenants - The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in Forest Park, and each owner of property therein, his successors, representatives and assigns which shall continue in full force and effect until January 1, 2000, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each.

3. Amendment - The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the owners of Fifty-one per cent (51) per cent of the privately owned land included within the boundaries of

Forest Park, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Elbert County, Colorado.

Lawrence E. Frickey  
Lawrence E. Frickey, Owner

Gene R. Taylor  
Gene R. Taylor, Owner

STATE OF COLORADO )  
COUNTY OF Elbert ) SS

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 1986, A.D. by: Lawrence E. Frickey and Gene R. Taylor.

Witness my hand and official seal.

My commission expires March 4, 1990

Thomas G. Benson  
Notary Public

My Commission Expires March 4,  
35049 Casey Rd.  
Elizabeth, Colo. 80120

