

Filed for Record June 28, 1973 at 1:15 P.M.

L. Johnston Recorder

222934

DRAWER 16 CARD 889A

DECLARATION OF PROTECTIVE COVENANTS
FOREST EDGE PARK, SECOND AND THIRD FILINGS
WOODLAND PARK, COLORADO

TO WHOM IT MAY CONCERN:

WHEREAS, THE UNDERSIGNED, CAN AM CORP. are the owners of the following described real property situated in Teller County, State of Colorado, known as FOREST EDGE PARK, Second and Third Filings, State of Colorado, consisting of the following lots and blocks to wit:

Lots 1 through 7 in Block 1, Second Filing, and
Lots 1 through 6 in Block 1, and Lots 1 through 15 in Block 2, and Lots 1 through 23 in Block 3, all inclusive in the Third Filing.

WHEREAS, the undersigned for the use and benefit of itself and any person, corporation or establishment and all persons claiming, or to claim any interest in the real property above described, hereby declares, represents, agrees, restricts in covenants that the use, enjoyment and ownership of the said real property shall be and the same is hereby restricted, limited, conditioned and protected by the imposition of the following restrictions and limitations separated so as to cover general and specific restrictions and limitations as may apply to single family and multi-family land use real property respectively, hereinafter listed:

A. General: These listed covenants apply to all real property described by plat, for FOREST EDGE PARK, Second and Third Filings.

1. Subdivision. No further subdivision or re-subdivision of any lot or combination of lots as shown on the plat shall be permitted.

2. Architectural Control. No building shall be erected, placed, added to or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence, hedge or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. No windmill, pump house or water tank shall be installed above ground unless similarly approved. Approval shall be as provided below and said approval of the Architectural Control Committee shall not be unreasonably withheld. All structures shall be completed within 18 months from the date of beginning of construction thereof.

3. 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 set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line nor nearer than 7 1/2 feet to any side lot line nor nearer than 10 feet to any rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall be considered as part of a building.

4. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Shrubby, trees, fences or plantings may be placed on said easement, however, the Town of Woodland Park shall be granted access through said easements as required for maintenance purposes and shall not be liable for any damage to said shrubby, trees, fences or plantings. No buildings or structures of any type shall be built over or across said easements.

22324

DRAWER: 10 CASE 889B

5. Fences. Fences constructed along front, side and rear lot lines shall be of wood construction and limited to 4 feet in height. Chain link and other types of metal fences shall not be constructed.

6. Unightly Objects. Refuse piles or other unsightly objects or materials shall not be allowed to be placed or to remain upon the premises or easements. The Architectural Control Committee shall have the right to enter upon said lands and remove such refuse piles or other unsightly objects or materials at the expense of the owner and such entry shall not be deemed a trespass.

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

8. Animals. No person shall be allowed to keep, breed or raise chickens, turkeys, horses, cattle, sheep, goats, swine or other domestic, farm or barnyard animals or fowls on any lot or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping dogs, cats or other household pets on any lot, provided they are not kept, bred or raised for any commercial purpose and provided the keeping of same is in agreement with Town of Woodland Park Ordinance in effect at the time.

9. Temporary Residences. No structure of temporary character, trailer, basement, tent, shack, barn or other out-building shall be used on any lot any time as a residence, either temporarily or permanently, and no used structure of any sort shall be moved onto any lot.

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

11. Property owners shall be required to contain garbage cans within the confines of a suitable wood enclosure within 30 days after certificate of occupancy is issued.

12. Architectural Control Committee. Membership - The Architectural Control Committee is composed of Robert Waters, Tom Nelson, Jr. and Charlotte M. Waters. A majority of the Committee may designate a representative to act for it. In the event of death, resignation or failure to act on the part of any member of the Committee, the remaining members shall have full authority to designate a successor or successors. Neither the members of the Committee, nor its designated representatives shall have or 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 and the majority of the land area shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

13. Term of Covenants. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants will and 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.

222374

DRAWER: 10 0001

890 A

14. Enforcement of Covenants. In the event of a breach of any of the foregoing covenants or conditions on behalf of any of the grantees, their heirs or assigns, it shall be lawful for the grantors as well as the owner or owners of any lot or lots in the area to institute, maintain and prosecute any proceedings at law, either in equity against the person or persons violating or attempting to violate any of the covenants or restrictions contained herein for injunctive relief and specific execution thereof, or to recover damages for the violation thereof.

15. Change of Covenants. These covenants may be changed at any time by an instrument signed by the majority of the then owners of the lots as recorded, agreeing to change said covenants in whole or in part.

Severability of Covenants. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which one or more of the covenants or restrictions herein set forth shall not constitute a waiver of that covenant or any of the remaining covenants or restrictions.

B. In addition to the General Covenants listed in Paragraph A above, these covenants specifically apply to:

Lots 1 through 6, Block 1, Lots 1 through 15, Block 2, and Lots 1 through 23, Block 3, all in Third Filing.

1. Land Use and Building Type. The land contained herein shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain, except detached, single-family dwellings not to exceed 35 feet or two stories in height whichever is greater as measured from the high grade point. Separate garages may be permitted providing exterior siding is comparable in quality of workmanship and material as the main dwelling unit.

2. Dwelling Size. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 1100 square feet. Upon approval by the Architectural Control Committee, two-story and split level houses may be permitted in those instances where the topography, grade contour and finish grade elevations lead such houses to the harmony and development of the area and are commensurate with the harmony and exterior design of the other structures in the area.

3. Commercial Enterprises. No manufacturing or commercial enterprises shall be conducted or maintained upon, in front of, or in connection with any lot or lots, nor shall said lot or lots in any way be used for other than strictly residential purposes; except, that professional offices may be maintained within the main dwelling upon specific approval by the Architectural Control Committee in each case.

4. Severability of Covenants. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which one or more of the covenants or restrictions herein set forth shall not constitute a waiver of that covenant or any of the remaining covenants or restrictions.

C. In addition to the General Covenants listed in Paragraph A above, these covenants specifically apply to:

Lots 1 through 7, Block 1, Second Filing.

222934

DRAWN TO CARD

890B

1. Land Use and Building Type. The land contained herein shall be used for single or multi-family residential purposes. Dwelling units are permitted in detached, semi-detached, attached or multi-family structures, or any combination thereof not to exceed 35 feet in height. Separate garages may be permitted providing exterior siding is comparable in quality of workmanship and material as the main dwelling unit.

2. Dwelling Size. Dwelling units shall have a minimum floor area, exclusive of open porches or decks and garages of 650 square feet subject to approval by the Architectural Control Committee. The number of dwelling units shall be limited to 6 units per lot with total building structures including garages not to exceed 60% of the lot area.

3. Commercial Enterprises. No manufacturing or commercial enterprises shall be conducted or maintained upon, in front of, or in connection with any lot or lots, or dwelling units, nor shall said lot or lots in any way be used for other than strictly residential purposes; except that rentals may be collected by owners of multi-family dwelling units and professional offices may be maintained within dwelling units upon specific approval by the Architectural Control Committee in each case.

4. Off Street Parking.

A. One bedroom units shall be provided with 1.5 parking spaces per dwelling unit.

B. For dwelling units having more than one bedroom, there shall be provided two parking spaces per dwelling unit.

D. Severability of Covenants. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which one or more of the covenants or restrictions herein set forth shall not constitute a waiver of that covenant or any of the remaining covenants or restrictions.

ATTEST:

Adelaide A. Nelson
Secretary

CAN AM CORP.

Thomas Nelson, Jr.
President

STATE OF COLORADO

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 14th day of December 1972
by Thomas Nelson, Jr. as President and Adelaide A. Nelson as Secretary of
CAN AM CORP.



Jesse H. Anderson
Jesse H. Anderson, Notary Public
My commission expires 8-18-1973