

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CRESTMoor PARK**

(Amended and Recorded, City and County of Denver, Clerk and Recorder's Office, August 25, 2016)

(Prior Amendment Recorded, City and County of Denver, Clerk and Recorder's Office, March 22, 2013)

(Prior Amendment Recorded, City and County of Denver, Clerk and Recorder's Office, November 1, 2007.
1986 Covenants Recorded, City and County of Denver, Clerk and Recorder's Office, Record Number 2006145910)

Those executing these Covenants by signature are the owners of lots within Crestmoor Park, a subdivision of a portion of the NW¼NW¼ of Section 8, Twp. 4 S., Range 67W., of the 6th P.M., as reflected by a plat recorded in Plat Book 18, at Page 82 of the Records of the Clerk and Recorder of the City and County of Denver, State of Colorado.

To preserve the desirability and attractiveness of Crestmoor Park as a community of single-family homes, a Declaration and Agreement establishing building restrictions was placed into effect on July 3, 1936. Those restrictive covenants, as contained in a document recorded in Book 4957, at Page 543 of the Records of the Clerk and Recorder of the City and County of Denver, State of Colorado, expired on July 3, 1986.

For the purpose of maintaining Crestmoor Park as a quality single-family residential community, these Covenants, Conditions and Restrictions (the Covenants) are adopted to be effective as provided herein.

The following shall be the Covenants:

ARTICLE I.

Definitions

Section 1. "Association" shall mean the Crestmoor Park Home Owners, Inc., a Colorado nonprofit corporation.

Section 2. "Board" shall mean the Board of Directors of the Association.

Section 3. "Lot" shall mean a lot in Crestmoor Park as shown on the recorded plat thereof.

Section 4. "Residence" shall mean a single-family residential dwelling in Crestmoor Park.

Section 5. "Outbuilding" shall mean (1) detached garages and (2) non-habitable structures including, but not limited to, greenhouses, sheds and pool equipment storage units.

Section 6. "Owner" shall mean the holder or holders of the fee title to a Lot, Lots, or a portion of a Lot.

ARTICLE II.

Effective Date and Term

Section 1. Effective Date. These Covenants became effective on July 4, 1986 and run with the land for all subsequent Owners.

Section 2. Term. These Covenants shall continue in full force until amended.

Section 3. Non-Retroactivity. These Covenants shall be effective from and after the date specified in Section 1 of this Article II, and shall have no retroactive effect. No Residence, Outbuilding, structure or improvement in existence on the date these Covenants become effective as to any Lot shall be prohibited by these Covenants. No activity prohibited by these Covenants which has taken place prior to the effective date of these Covenants on any Lot shall be deemed to be a violation of these Covenants, provided, however, that the continuance of any such prohibited activity after the effective date of these Covenants shall be a violation hereof.

Section 4. Minimum Participation. Notwithstanding the provisions of Sections 1 and 3 above, Amendments to these Covenants shall not be effective nor of any force and effect until such time as they have been executed or ratified and adopted by the Owners of sixty or more Residences on Lots within Crestmoor Park.

ARTICLE III.

Use of Lots

Section 1. One Residence Per Lot. Only one Residence may be erected on any one Lot. No buildings other than a Residence and permitted Outbuildings shall be constructed or maintained on any Lot.

Section 2. No Business Uses. A Residence shall be occupied and used as a private dwelling for the Owner, the members of the Owner's family, guests and not more than two live-in domestic servants.

Section 3. Animals. No animals of any description shall be kept or maintained on any Lot or in any Residence except that an Owner may keep not more than three domestic animals which are bona fide household pets, so long as such pets are not kept for commercial purposes. Fish, birds, gerbils and similar small animals kept in cages, bowls or tanks within the Residence are not included in the above restriction. Raising or housing of poultry, cows, goats, horses or other livestock is not allowed. Permitted animals shall not be allowed to create a nuisance to other Lot Owners.

Section 4. Parking and Storage. No house trailer, camping or boat trailer, hauling trailer, boat, truck larger than three-quarter ton, bus or self-contained motorized recreational

vehicle of any type shall be parked, stored or displayed on any street within Crestmoor Park except temporarily for loading, delivery or during an emergency, nor parked or stored on a Lot except within an enclosed garage. No vehicle of any type which is not in working condition shall be parked or stored on any Lot except within an enclosed garage, or allowed to remain on any street within Crestmoor Park, except temporarily during repairs.

Section 5. Rentals. No short term property rentals, for thirty days or less, are permitted.

ARTICLE IV.

Restrictions on Buildings and Structures

Section 1. Setback of Residence from Street Line. No Residence shall be erected or maintained nearer to the adjoining street or streets than the following building limit lines:

- Block 1: Lots 1 and 4, thirty feet from Sixth Avenue and thirty feet from Ivy Lane; Lots 2 and 3, twenty-five feet from Ivy Lane with the Residences to face on the diagonal.
- Block 2: Lots 1, 10, 11 and 26, thirty feet from Sixth Avenue and thirty-five feet from Ivy Lane and Crestmoor Drive, respectively; Lots 2 to 9, thirty feet from Ivy Lane; Lots 12 to 25, thirty feet from Crestmoor Drive.
- Block 3: Lot 1, thirty feet from Sixth Avenue and twenty-five feet from Crestmoor Drive; Lot 2, thirty-five feet from Crestmoor Drive; Lot 3, forty feet from Crestmoor Drive; Lot 4, thirty-five feet from Crestmoor Drive; Lots 5 to 15, thirty feet from Ivanhoe Street.
- Block 4: Lot 1, twenty-five feet from Crestmoor Drive and thirty feet from Ivanhoe Street; Lot 10, twenty-two and one-half feet from Crestmoor Drive and thirty feet from Ivy Street; Lots 2 to 5, thirty feet from Ivanhoe Street; Lot 6, thirty feet from Ivanhoe Street and thirty feet from Ivy Street; Lots 7 to 9, thirty feet from Ivy Street.
- Block 5: Lots 1 and 15, twenty-two and one-half feet from Crestmoor Drive and thirty-five feet from Ivy Street and Jersey Street, respectively; Lots 2 to 8, thirty-five feet from Ivy Street; Lot 9, forty-five feet from Jersey Street; Lots 10 to 14, thirty-five feet from Jersey Street.
- Block 6: Lot 1, twenty-five feet from Crestmoor Drive and thirty-five feet from Jersey Street; Lot 17, twenty-five feet from Crestmoor Drive and thirty-five feet from Jasmine Street; Lots 2 to 7, thirty-five feet from Jersey Street; Lot 8, forty-five feet from Jersey Street; Lot 9, forty-five feet from Jasmine Street; Lots 10 to 16, thirty-five feet from Jasmine Street.

Block 7: Lot 1, thirty feet from Sixth Avenue and twenty-five feet from Crestmoor Drive; Lot 2, thirty-five feet from Crestmoor Drive; Lot 3, forty feet from Crestmoor Drive; Lot 4, thirty-five feet from Crestmoor Drive; Lots 5 and 6, thirty feet from Jasmine Street; Lots 7 to 9, twenty-seven and one-half feet from Jasmine Street; Lots 10 to 13, thirty feet from Jasmine Street; Lots 14 and 15, forty feet from Jasmine Street.

The following portions of a Residence may extend beyond the building limit line of a Lot: Covered or uncovered, but not enclosed, porches, balconies, porte-cocheres and terraces, so long as they do not extend more than ten feet beyond the building limit line; bay or other windows, vestibules, cornices, spouting, chimneys or similar projections, so long as they do not extend more than four feet beyond the front and side building lines; and steps leading to the Residence, provided that such steps are not higher than the floor level of the first floor of the residence.

Except as specified in the preceding paragraph, no fence, wall, or structure of any type or nature located or extending beyond the building limit line may be erected, constructed or maintained. (Light fixtures for front walks are permitted.)

Section 2. Structures. All buildings or structures erected on any Lot shall be of new construction and no buildings or structures shall be moved from other locations on to a Lot. No temporary structure, including but not limited to, trailers, tents, forts, recreational vehicles, campers and storage units shall be placed or erected on any Lot, except that children's tents or tents for temporary use at parties, weddings or similar functions may be maintained for not to exceed four days.

Section 3. Signs and Aerials. No advertising or signs shall be erected or maintained on any Lot other than a name plate of the Owner and street number, except that temporary signs advertising the availability of a Residence for sale may be erected and maintained, and "political signs" as permitted and restricted below may be posted. No aerials or antennas shall be installed upon the exterior of any Residence or Lot for the transmission of electronic signals. Aerials for the reception of television signals may be maintained on the roof of a Residence at a height not exceeding four feet above the roof at the point of attachment. Dishes or other devices for the reception of television or communication signals shall not exceed six (6) feet in height from ground level, shall be placed to the rear of the building, and screened from the street. All dishes or other devices shall be screened from the street.

Political Signs. As a matter of public policy, under Colorado law [C.R.S. 38-33.3-106.5 (2012)] and the Denver Revised Municipal Code, Zoning Division 10.10.3, taken together, "political sign" means a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue, and such signs may not be prohibited by a homeowners' association but may be and hereby are restricted in Crestmoor Park, First Filing, as follows: Signs may not be displayed earlier than forty-five (45) days before the day of an election and not later than seven (7) days after an election day; one political sign may be displayed per political office or ballot issue that is contested; the maximum size of signs shall be eight (8) square feet; signs shall be maintained in a clean, orderly and sightly condition; signs shall not be animated,

illuminated, or flash, blink or fluctuate; and signs may not be placed in the public right-of-way, including median strips, near traffic signs, posts or utility poles, or in set-backs from streets.

Section 4. Lots to be Maintained. Each lot shall at all times be kept in a clean, sightly condition. Trees, shrubs, landscape plantings and lawns shall be properly maintained at all times throughout the year, including autumn clean-up and disposal of leaves and plants. No refuse from such maintenance shall be deposited in any street, nor shall snow and ice removed from lots be deposited in any street. No trash, litter, broken down equipment or "junk" of any kind shall be placed or permitted to remain on any lot. Building materials may be temporarily maintained during a period of remodeling or construction. Trash, recycling and composting receptacles shall be maintained out of view from the streets except when temporarily placed in front of the lot for collection, and returned to their storage area as soon as possible afterward.

Section 5. Recreational Equipment. No recreational equipment, except when in use and for a reasonable time before and after use, shall be kept on the lot and visible from the street. This includes, but is not limited to, soccer and lacrosse goals, volleyball and badminton nets, portable basketball hoops, trampolines, ping pong tables, and the like. This does not include basketball hoops affixed to the property or set in concrete. All such recreational equipment shall be in good repair at all times.

Section 6. Traffic Visibility. Trees, shrubs and other plants located on or adjacent to streets and intersections shall be trimmed so as not to impair the line of sight of the drivers or vehicles passing in front of any Lot.

Section 7. Lots Not to be Subdivided. No Lot shall be subdivided so as to permit the construction of two or more Residences on one Lot.

Section 8. Fuel Tanks. No tanks for the storage of gas, gasoline or other fuels shall be constructed upon or buried beneath any Lot, except within a Residence. Tanks to supply fuel for back yard gas grills are not included in this prohibition.

Section 9. Side Lot Line Restrictions. No residence or any part thereof shall be erected nearer than seven and one-half feet from any side property line, except that cornices, down spouts, chimneys and purely ornamental projections may not extend nearer than four and one-half feet from the side property line.

Section 10. Outbuildings, Additions, Partial Reconstructions and Total Replacements. Detached garage Outbuildings, additions and partial reconstructions to Residences or attached garages and any other structure attached to a Residence shall be compatible in style, architecture, materials and appearance to the Residence to which they are appurtenant. A total replacement of a Residence or detached garage Outbuilding shall be compatible in style, architecture, materials and appearance to Crestmoor Park, First Filing residences. Detached garage Outbuildings are subject to a seven and one-half foot setback to the rear and side of the Lot. No detached garage Outbuilding shall occupy more than 25% of the width of a lot. Where a Residence is constructed on one Lot and part of another, the 25% width shall be measured including the entire parcel under single ownership. Non-habitable Outbuildings may be located as close to the

rear and side Lot lines as zoning restrictions allow, provided that they are placed on a Lot to the rear of the principal Residence and further provided that, on corner Lots, they shall not be closer to the side streets than is allowed for the Residence. Non-habitable Outbuildings shall not occupy more than 20% of the width of a Lot, and shall be no more than 8 feet in height and shall not be visible from the front of the Residence.

Section 11. Cutting of Curbs and Garage Driveways. All garages, whether attached or detached, erected on Lots 1 and 4, Block 1; Lots 1, 10, 11 and 26, Block 2; Lot 1, Block 3; and Lot 1, Block 7, shall be constructed and maintained so that the driveway will be along the south line of each Lot. The cutting of a curb on Sixth Avenue for use in connection with any driveway or entrance to any of those Lots is prohibited.

Section 12 Fences. Fences are limited to six feet in height on the sides and back of any lot, and four feet in the front up to the setback. No fences are permitted in the street right-of-way, or the setback as set out in Section 1 of this Article.

Section 13. Utility Easements. Easements are reserved where public utility facilities are presently installed pursuant to the easements reserved in the prior Declaration and Agreement for Crestmoor Park. Public utilities shall have access along such easements and along the side lines of each Lot for access to the easement for the purpose of maintenance, construction and repair of utility facilities. No permanent building shall be erected or maintained within said easements. Other structures and landscaping erected or maintained within said easements shall be subject at all times to the prior right to the use of the easements for utility purposes.

Section 14. Construction Guidelines. Any work involving the constructing, altering or remodeling of any structure shall be prosecuted diligently from commencement to completion. Plans for the project should be shared and discussed with neighbors, in addition to being approved by the Board of Directors.

For major renovations or complete reconstructions, and at the direction of the Board of Directors concurrent with plan review, the lot shall be fenced with screening, and the street shall be cleaned at the end of each working day. Building materials and equipment shall be stored on the lot at all times during construction. Dumpsters shall be placed on the lot and covered during non-working hours to prevent debris from blowing around. Porta-potties shall be placed on the lot, and shall not be placed within the front setback from the street line as identified in Article IV, Section 1 of these Covenants.

Work hours are limited to 7am to 6 pm, Monday to Friday, 8am-5pm Saturday, and no work on Sunday. Loud music is not permitted.

The Owner conducting construction to their residence shall provide contact information to the immediate neighbors in case contact is required during the course of construction.

ARTICLE V.

Powers of the Association

Section 1. Enforcement. Owners of Lots subject to these Covenants hereby grant to the Association acting through the Board the right and power to enforce these Covenants. This right shall be in addition to the right of any Owner or Owners whose Lot or Lots are subject to these Covenants to enforce the same. Enforcement of any term or condition of these Covenants by the Board hereunder is optional with the Board. The Board has no duty to enforce any Covenant, whether or not at the request of any Owner.

Section 2. Architectural Control Committee. The Board may, in its discretion, appoint an Architectural Control Committee to act in its behalf under this Article. The members thereof shall be appointed from among Owners and shall serve at the pleasure of the Board. The Board may, in its discretion, charge a fee for the review of construction plans.

Section 3. Powers of Committee. Each Owner desiring to construct, partially reconstruct, add to or remodel the exterior of a Residence or garage, or totally replace a Residence, garage or construct a fence, shall submit the plans and specifications for such work to the Board, which shall refer them to the Architectural Control Committee, if one has been appointed by the Board. If not, the Board as a whole may act as the Architectural Control Committee. The Architectural Control Committee shall review such plans for compliance with the terms and conditions of these Covenants. If the Committee fails to notify the submitting Owner, by notice delivered to the Owner's Residence or via email to the email address provided by the Owner, that there are questions of noncompliance with these Covenants reflected in such plans within 60 days after submittal of the plans by the Owner, the Owner's obligation to submit such plans for review shall be satisfied.

Section 4. Interpretation. The Committee may resolve any questions of interpretation under these Covenants, provided, however, that such resolution shall not be binding upon any Owner other than the Owner requiring the interpretation. The powers and duties given to the Association in this Article shall not detract from or lessen the power and authority of an Owner to enforce these Covenants against any other Owner in accordance with the terms hereof.

Section 5. Non-Liability. Neither the Association, the Board, the Architectural Control Committee, nor any member of any such organization, by virtue of such membership, shall be liable to any Owner for any act or omission taken or not taken under or pursuant to any of the terms or provisions of these Covenants. Each Owner signing these Covenants hereby releases said organizations and members thereof from any such liability and agrees not to assert any rights that he or she has or may have in the future against them by reason of any provisions of these Covenants or acts taken or not taken pursuant to such provisions.

ARTICLE VI.

Covenant for Fees

Section 1. Covenant to Pay. By the execution, ratification or other adoption of these Covenants, the Owner of each Lot covenants to pay to the Association the fees which the Association is authorized to establish and collect under this Article. The personal obligation of each Owner to pay fees which become due during the time that the person is an Owner shall pass to the Owner's successor in title or interest.

Section 2. Amount of Fees. The Association, acting through the Board, shall have the right to set annual fees during the term of these Covenants which shall be payable when billed by the Board. The fee shall be payable within thirty (30) days after issuance of an invoice by the Board, or their designee.

Section 3. Fees. Each year, the Board shall establish the dues for that year in a uniform amount for each Residence on a Lot or Lots subject to these Covenants. The Board may also impose special assessments from time to time to cover unanticipated but necessary expenses for the safety and welfare of the owners, with the consent of 65% of the owners.

Section 4. Effect of Nonpayment. Any fees which are not paid when due shall be delinquent and the Association, acting through the Board, may take such actions as are available in law to collect the same against the person or persons responsible therefor. In the event of successful collection the Association shall be entitled to collect reasonable attorney fees and costs of action. The Association, acting through the Board, shall have the right to set delinquent fees for late payment of annual fees or other amounts due during the term of these Covenants, which shall be payable when billed by the Board.

Section 5. Purpose of Fees. The fees collected by the Association hereunder shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the maintenance and improvement of the common areas of Crestmoor Park, and to finance the costs of administering and enforcing these Covenants.

ARTICLE VII.

General Provisions

Section 1. Enforcement. The Association, acting through the Board, and the Owner of any Lot which has been made subject to these Covenants shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and terms imposed by these Covenants. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All rights and remedies provided in these Covenants are distinct and cumulative to any other right or remedy hereunder or afforded by law or equity, and may be exercised concurrently, independently or successively. The Board or any Owner shall have the right to seek injunctive relief and specific performance remedies in order to enforce these Covenants and, in the event of successful enforcement, may recover damages and costs of suit, including attorney fees.

Section 2. Severability. In the event any judgment or other court order shall invalidate any term or provision of these Covenants, the remaining terms and provisions shall continue in full force and effect.

Section 3. Amendments. These Covenants may be amended by the affirmative vote of the Owners of not less than 60 Residences on Lots subject to these Covenants. At any time an amendment is adopted it shall be placed of record in the City and County of Denver, Clerk and Recorder's Office.

Section 4. Governing Law. These Covenants shall be governed by and construed in accordance with the statutes and laws of the State of Colorado.

Section 5. Subsequent Owners. These Covenants shall be covenants running with the land and shall be binding upon Owners who execute, ratify or otherwise adopt these Covenants, and their successors in ownership of the Lot or Lots owned by them.

Section 6. Counterparts. These Covenants may be issued in several duplicate counterpart instruments, each of which shall be an original, but all of which collectively shall constitute a single instrument.

The Owners hereby adopt and ratify these Covenants as evidenced by their execution, by signature, of this instrument.

*(Signatures on file in Association files in the custody of
the president of the Board of Directors)*