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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
HERITAGE PLACE

THIS DECLARATION, Made on the date hereinafter set forth by
PHASE II, INC., a Colorado corporation, hereinafter referred to as
"Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County
of Arapahoe, State of Colorado, which is more particularly described
as: HERITAGE PLACE, FILING NO. 1, according to the recorded plat thereof,
filed March 22, 1971 in book 20 at page 91 of the Plat Books of said
County, and HERITAGE PLACE, FILING NO. 2, according to the recorded plat
thereof filed May 10, 1971 in book 21 at page 21 of the Plat Books of
said County.

NOW, THEREFORE, Declarant hereby declares that all of the prop-
erties described above shall be held, sold and conveyed subject to the
following easements, restrictions, covenants and conditions, which are
for the purpose of protecting the value and desirability of, and which
shall run with, the real property and be binding on all parties having
any right, title or interest in the described properties or any part
thereof, their heirs, successors and assigns, and shall inure to the
benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Heritage Place
Homeowners Association, its successors and assigns.

Section 2. "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 sellers, but
excluding those having such interest merely as security for the per-
formance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real
property hereinabove described, and such additions thereto as may here-
after be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Outlots B and C, Heritage Place, Filing No. 1, according to the recorded plat thereof, filed March 22, 1971 in book 20 at page 91 of the Plat Books of said County, and Outlots D, E, F, and G, Heritage Place, Filing No. 2, according to the recorded plat thereof filed May 10, 1971 in book 21 at page 21 of the Plat Books of said County.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, and with exception to any plot of land reserved for the use of more than one owner but fewer than all owners.

Section 6. "Declarant" shall mean and refer to PHASE II, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument signed by two-thirds of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an 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 vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. 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 June 30, 1973.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties,

hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, 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 established and collected as herein-after provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's 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 for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Ninety Dollars (\$90.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a yearly, quarterly or monthly basis as the Board of Directors may determine.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of

Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum, or the highest current rate of interest permissible on FHA loans at the time of the delinquency, whichever is less. The Association may bring an action at law against the Owner personally to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in

writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The provisions of this Article shall not be applicable to Declarant with respect to any new construction by Declarant.

ARTICLE VI

USE RESTRICTIONS

(a) The use of the Common Area shall be subject to the restrictions set forth in Article II, and to those restrictions hereinafter set forth.

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

(c) No Owner shall place any structure whatsoever upon the Common Area, nor shall any Owner engage in any activity which will temporarily or permanently deny tree access to any part of the Common Area to all Members.

(d) The use of the Common 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.

(e) No use shall ever be made of the Common Area which will deny ingress and egress to those Owners having access to Lots only over Common Area and the right of ingress and egress to said Lots by vehicle and otherwise is hereby expressly granted.

(f) Each and every one of said lots shall be used for single family private family residence purposes only. No construction whatsoever, other than one first class, private, single-family residence shall be

erected. Garage or carports must either be attached to the residence as an integral part thereof or attached thereto by arbor or breezeway and shall conform to the architecture thereof. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion of the premises at any time as a residence either temporarily or permanently, except that Declarant may maintain a temporary building for construction purposes.

(g) No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing contained in this Section, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family. No business or profession of any nature shall be conducted on any lot or in any residence constructed thereon.

(h) Every principal residence constructed on a lot shall have not less than 1,200 square feet of floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, basements, garages or carports) and shall have a garage or carport of sufficient size to house not less than one car; further, each such residence shall provide for off-street parking for at least two cars, including the space in the garage or carport. No camper or trailer may be parked in the street and the parking of such vehicle off-street shall be in a manner shielding it from the view from the street and from the view of other lot owners. In no case shall there be off-street parking except in a driveway. If a residence of more than one story is constructed, then the main floor shall have not less than 800 square feet of floor area devoted to living space.

(i) No wall or fence except a decorative wood, stone or brick fence not exceeding six feet in height measured from the adjoining ground surface inside the fence, may be erected or maintained on any lot. Boundary planting along any lot lines, except trees with single trunks, shall not be permitted to grow higher than six (6) feet. No walls, fences or hedges will be permitted on the street frontage within fifteen (15) feet of front property line.

(j) Any building placed, erected or maintained upon any lot in the tract shall be entirely constructed thereon, and the same shall not nor shall any part thereof be moved or placed thereon from elsewhere.

(k) All electric, television, radio and telephone line installations and connection from lot owner's property line to residence or structures shall be placed underground, except perimeter overhead utilities.

(l) Each residence shall provide and maintain at least one gas or electric light post at or near the street property line, which said light shall be operated by a photo-electric cell or other automatic device so that it will be lighted automatically during hours of darkness.

(m) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

(n) No advertising sign (except one of not more than five square feet "For Rent" or "For Sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any Lot or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any building or in any portion of the property. Provided, further, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the Declarant, its agents and assigns during the construction and sale period, and of the Association, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

(o) All clotheslines, equipment, garbage cans, service yards, wood piles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring lots and streets. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

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(p) No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the premises, nor upon any structure situated upon said real property, except as may be approved, in writing, by the Board of Directors of the Association.

ARTICLE VII

EASEMENTS

The easements over and across the Common Area shall be those shown or provided for upon the recorded plat of Heritage Place, and such other easements as may be established pursuant to the provisions of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, 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 or by 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

- (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.
- (b) Additional land within the area described in the Warranty Deed dated August 19, 1970, from The First National Bank of Denver, Trustee, to Celebrity Homes, Inc., and recorded in book 1880 at page 351 of the records of the Clerk and Recorder of the County of Arapahoe, may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument, provided that the FHA determines that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14th day of October, 1971.

PHASE II, INC.

By Donald W. Verdoorn
President

Attest:

Dean L. Tudhope Secretary

STATE OF COLORADO) ss.
CITY & COUNTY OF DENVER)

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 14th day of October, 1971, by Donald W. Verdoorn as President and Dean L. Tudhope as Secretary of Phase II, Inc., a Colorado corporation.

Witness my hand and official seal.
My commission expires February 26, 1972.

Richard P. [Signature]
Notary Public