



DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF FOREST PARK
A SUBDIVISION IN THE CITY OF LAFAYETTE
COUNTY OF BOULDER, STATE OF COLORADO

25-1

17270

THIS DECLARATION, made this 1st day of December, 1998, by COLUMBINE LAND RESOURCES, INC., a Colorado corporation; DOUGLAS A. TIEFEL, individually; PAMELA J. HAINES, individually; and QUIAT RESOURCES, LLC, a Colorado limited liability company; hereinafter referred to as "Declarants."

WITNESSETH:

WHEREAS, Declarants are the owners of the real property (approximately 40 acres) described in Article I of this Declaration and desire to create thereon a mixed use community with common covenants, conditions and restrictions for the benefit of the said development; and

WHEREAS, a previous set of Covenants, Conditions and Restrictions was recorded for the prior subdivision on the subject Property, and which covenants, conditions and restrictions were for NORTH PARK, the subdivision which has been re-subdivided as FOREST PARK subdivision.

WHEREAS, Declarants as owners of all of the real property, desire to rescind and terminate the Declaration of Covenants, Conditions and Restrictions which were previously recorded for the subject property under the name NORTH PARK, which covenants, conditions and restrictions were recorded on January 2, 1996 on Film 2098 as Reception No. 1573757, and;

WHEREAS, Declarants also desire to rescind and terminate the First Amendment to those covenants, conditions and restrictions which was recorded March 17, 1996 on Film 2192 as Reception No. 1683671.

NOW THEREFORE, the Declarants do hereby rescind and terminate the NORTH PARK Covenants, Conditions and Restrictions along with the First Amendment to the NORTH PARK Covenants, Conditions and Restrictions as described above.

WHEREAS, Declarants desire to impose upon the property described in Article I the following covenants so as to insure the proper use and the appropriate development, improvement and maintenance of said property.

WHEREAS, Declarants desire to provide for the preservation of the values and amenities in said development; and, to this end, desire to subject the real property described in Article I to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarants desire to amend the Declaration of Restrictive Covenants which were previously recorded for the subject property. This amendment is meant to amend and supersede said original Declaration which is hereby null and of no effect.

Recorder's Note: 12-29-98
Portion of recorded document
may not reproduce legibly.



WHEREAS, Declarants have deemed it desirable, for the efficient preservation of the values and amenities in said development, to create an agency for the benefit of Forest Park subdivision property owners to which should be delegated and assigned the power of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and;

297

WHEREAS, Declarants have incorporated under the laws of the State of Colorado, as a non-profit corporation, The Forest Park of Lafayette Lotowners Association, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Declarants declare that the real property described in Article I is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which shall be covenants running with the land described herein and shall 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

Property Subject to this Declaration

Section 1. The Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Lafayette, County of Boulder, State of Colorado, and is more particularly described as follows:

Lots 1 - 18 Block 1, Lots 1 - 13 Block 2 and Lots 1 - 11 and Outlot E
Block 3 of Forest Park, a subdivision in the City of Lafayette, County
of Boulder, State of Colorado,

all of which real property shall hereinafter be referred to as "the property" or "the properties". A reduced copy of the Forest Park subdivision plat map is attached as Exhibit "A" and is incorporated herein.

ARTICLE II

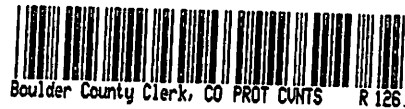
Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any land or living unit which is or may be subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Each member shall have one vote for each lot within the Forest Park subdivision.

ARTICLE III

Architectural Control

Section 1. Architectural Control. Before anyone shall commence any grading, landscaping or the construction, reconstruction, remodeling, addition to, or alteration of any building, fence, or any



structure whatsoever, or any lot, there shall be submitted to the Architectural Control Committee (herein referred to as the "Committee") two complete sets of plans and specifications for said improvements, the erection or alteration of which is desired. No such structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, evaluations, and specifications therefor have received written approval as herein provided. Such plans shall include grading plans, landscaping plan, plot plans, locations of structures and improvements, floor plans, fence plans, elevations, showing all aspects of occupancy and development of a lot as an architectural unit, together with the proposed color scheme and materials for fences, roofs, and exteriors. In order to avoid unnecessary hardships, it is mandatory that all owners contemplating such construction, or alteration, as mentioned above, shall submit a non-refundable review fee of \$300 and preliminary drawings in duplicate of such work to the Committee in order to obtain tentative action thereon before causing the preparation of detailed or complete drawings, plans or specifications or incurring substantial expense. One set of said plans and specifications and details, with the approval or disapproval of said plans and specifications and details, with the approval or disapproval endorsed thereon, shall be returned to the person submitting same within thirty (30) days and the other copy thereof shall be retained by the Committee.

25.3

The Committee shall have the right to disapprove any such plans or specifications or grading or landscaping plans which are not suitable or desirable in the Committee's opinion, and in passing upon such plans, specifications, grading or landscaping plans, the Committee shall take into consideration this suitability of the proposed building or other structure and of the materials of which it is to be built, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the building or other structure or landscaping as planned on the outlook from the adjacent or neighboring property, and if in accordance with all of the provisions of this Declaration. The Committee may disapprove if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications or details or any part thereof to be contrary to the spirit or intent of these conditions and restrictions. The decisions of the Committee shall be final. Neither the undersigned nor any architect or agent of the undersigned nor any member of the Committee by virtue of his or her membership thereon on discharge of his or her duties required thereby shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or specifications. No building or improvements of any kind constructed or placed upon any of said lots thereafter shall be moved without the prior written approval of the Committee. In the event the Committee fails to approve or disapprove within thirty (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 within one year from the commencement of construction, approval will not be required and there will be deemed to have been full compliance with the related covenants.

Section 2. Architectural Control Committee. The Architectural Control Committee shall consist of at least three persons appointed by the Declarants, or the Declarants assigns. The Declarants, Declarants successors or assigns, may constitute the Committee. The Declarants, Declarant's successors or assigns, shall have absolute right to remove and appoint members of the Committee at any time. The members of the Committee shall, as long as the restrictions, covenants, and conditions herein set forth are in force and effect, perform the duties imposed on it as herein set forth. At any time while the restrictions, covenants and conditions herein set forth remain in force and effect, perform the duties imposed on it as herein set forth. At any time while the restrictions, covenants and conditions herein set forth remain in force and effect, the Declarants, Declarants successors or assigns, may relinquish the Declarants powers to determine the number and members of the Committee. Such relinquishment may be accomplished by recording a declaration of such relinquishment in the office of the County Clerk and Recorder of Boulder County, Colorado. From and after such relinquishment the number and members of the Committee shall be determined by the majority of the lot owners. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to these covenants, other than the review fee referenced in Article III, Section 1.

25.4

ARTICLE IV

Land Use Restrictions and Standards

Section 1. Land Use and Building Type. All buildings constructed on the lots in Forest Park subdivision shall be used for commercial and residential purposes only according to the approved Forest Park P.U.D. Plan, (a reduced copy of which is attached as Exhibit "B" and is incorporated herein). No structure shall be erected on any part of the properties which is not compatible with the character, quality and amenities associated with the development and approved in writing by the Architectural Control Committee in accordance with Article II. Guidelines for the site and architectural design are also attached as Exhibit "B" and are incorporated herein. All accessory buildings and structures, shall be subject to the same architectural control as a principal structure and, where applicable, all accessory buildings and structures shall be constructed out of the same material as the principal structure on said lot. All fencing must be approved by the Architectural Control Committee prior to installation.



Section 2. Land Use Regulation. Lots 15 through 18 of Block 1, Lots 1 through 13 of Block 2 and Lots 1 through 11 of Block 3 shall be limited to the commercial uses itemized on the Forest Park P.U.D. plan and the attached list of Permitted Land Uses (See Exhibit "C") or, if not listed, would be subject to the City of Lafayette Zoning and Development regulations. If a use is listed on Exhibit "C" as a "Special Use Review" use, such use may be made only after the City of Lafayette has approved such use pursuant to the "Special Use Review" procedures and ordinances, applicable at the time the application is made. No business or profession of any nature shall be conducted on any lot or in any building constructed thereon unless said business or profession is expressly allowed by City of Lafayette Zoning regulations and/or approved Forest Park P.U.D. plan. Lots 1 through 14 of Block 1 shall be limited to residential uses. All lots are subject to those easements, encumbrances, notes and site specific conditions which are listed on the final Forest Park plat map (Exhibit "A") and PUD Plan (Exhibit "B").

255

Section 3. Building Locations and Height Restrictions. The Architectural Control Committee shall approve the location and height of any structure placed on any lot. Such approval must be obtained before commencement of any construction or alteration in accordance with Article III. All buildings must be located within each lot and meet the required setback requirements of the City of Lafayette Zoning regulations or as specifically designated on the approved Forest Park PUD Plan. The maximum height limitation for all structures in Block 3 shall be 35' and 27' for all structures in Blocks 1 and 2 except Lot 8, Block 2, which shall have a height limitation of 35'. The height limitation for all lots shall be measured as established by the City of Lafayette ordinance in affect at the time the building application is made.

Section 4. Street Parking. No parking shall be permitted on any street or access road, or at any other place than the paved parking spaces provided for and described hereinbelow, (in Section 5) and each owner and tenant shall be responsible for compliance by its employees and visitors.

Section 5. Off-Street Parking and Loading.

A. Adequate off-street parking shall be provided by each Owner and tenant for customers and employees. The City of Lafayette parking standards shall apply but in no case shall off-street parking for any structure within Forest Park subdivision be less than the following minimum standards:

1. One parking space for each 300 square feet of gross floor space in office use.
2. One parking space for each 1,000 square feet of gross floor space in storage use or one space per employee, whichever is greater.



3. One parking space for each 200 square feet of gross floor space in retail use.
- B. Each owner shall also provide adequate paved space for the circulation of traffic in the parking areas, which shall not be a part of the off-street parking space required under paragraph "A" above.
- C. Each owner shall provide access roads to the adjacent street, which shall not be a part of the off-street parking required under paragraph "A" above. Access points from the street to the building site shall have a maximum width of twenty-four (24) feet per access point. 256
- D. Adequate off-street loading and maneuvering space shall be provided for every use, which shall not be a part of the off-street parking space required under paragraph "A" above.
- E. Truck loading and receiving areas shall not be permitted in the front yard of a building, provided that the Architectural Control Committee may approve such necessary areas in the front of the building.
- F. All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage.

Section 6. Landscaping, Outside Storage and Maintenance.

- A. Building sites shall be landscaped in accordance with a plan submitted to and approved in writing by the Architectural Control Committee. In all cases, landscaping must meet the City of Lafayette Standards. Such landscaping shall include groundcover, planting of trees, shrubs and other customary landscape treatment for the entire site, including adequate screening of parking, loading, and outdoor use areas.
- B. The landscape development, having once been installed, shall be maintained in a neat and adequate manner which shall include lawns mowed, hedges and shrubs trimmed, irrigation when needed, and removal of weeds from planted areas. All lots will be responsible for mowing all grasses at least twenty-four (24) times per year for any land adjacent to its lot between the boundaries of all lot lines.
- C. The approved plan for landscaping the site may not be altered without submitting the revised plan for written approval of the Architectural Control Committee.
- D. No materials, supplies, equipment, finished products or semi-finished products, raw materials, or articles of any nature which shall be stored or permitted to remain on any building site outside of the building or buildings constructed thereon.
- E. Each Owner and tenant shall keep its premises buildings, improvements and appurtenances in a safe, clean, neat, wholesome condition, and shall comply in all respects with all government, health, and police requirements. Each Owner and tenant shall remove at its own expense any rubbish or trash of any character which may accumulate on its property and shall not allow any area to be unlandscaped. Rubbish and trash shall not be disposed of on the premises by burning in open fires or incinerators.

297

Section 7. Golf Ball Easement. All lots within Block 2 of the Forest Park subdivision are burdened with a perpetual, nonexclusive easement permitting golf balls to enter and land on same from the Indian Peaks Golf Course. Under no circumstances shall the owner or operator of Indian Peaks Golf Course (including without limitations, the City of Lafayette, its officers, employees and agents, and its successors and assigns) McStain Enterprises, Inc., Beauprez Pisek Limited Partnership, Hale Irwin Golf Services, Inc., Richard M. Phelps, Inc., the officers, agents, employees, successor, and assigns of the above listed entities, to be held liable for any damage or injury resulting from golf balls or this easement, nor be enjoined from operating the Indian Peaks Golf Course or any hole thereon as a result of golf balls entering and landing on said lots and other areas of the subdivision.

Section 8. Utility Connections. All electrical and telephone connections and installations of wires to buildings shall be made underground from the nearest available power source. No transformer, electric, gas or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the land, and where placed on the surface shall be adequately screened and fenced, and all such installations shall be subject to the prior written approval of the Architectural Control Committee.

Section 9. Signs - Advertising Space.

- A. All signs shall meet the City of Lafayette sign regulations, as amended, at a minimum and, if the following standards are more restrictive than said sign regulations, they shall also apply to each lot and structure within Forest Park subdivision.
- B. One wall sign per building shall be permitted on each building site.
- C. One free-standing sign shall be permitted on each building site.
- D. Directional signs of two square feet or less may be erected as needed.
- E. Flashing or moving signs shall not be permitted.
- F. Maximum height of any attached sign shall not exceed the actual height of the building. The maximum height of a free standing sign shall not exceed 8 feet.
- G. All proposed plans for signs must conform to the standard which shall be developed and provided for each lot purchaser by the Architectural Control Committee. It is the intent hereof to strive for uniform signage throughout Forest Park subdivision.
- H. The provisions with respect to signs contained in this Section 8, Article III shall not apply to signs identifying Forest Park subdivision nor to temporary signs related to construction, sale or lease of land or buildings in Forest Park subdivision, provided that such temporary signs are approved by the Architectural Control Committee.

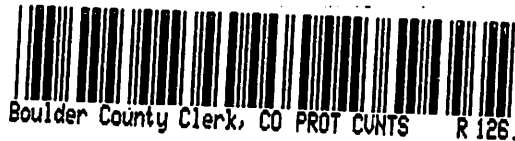


Section 10. Buildings. Construction or alteration of all buildings in Forest Park subdivision shall meet the standards provided for in these restrictions in addition to applicable standards of the City of Lafayette, as well as the Guidelines for Architectural Design which are attached and incorporated herein as Exhibit "B":

- A. All buildings shall be constructed in compliance with the Uniform Building Code, latest edition, published by the International Conference of Building Officials.
- B. Any building erected on the premises shall be designed by a licensed architect or engineer who shall consult in advance with the Architectural Control Committee as to matters of site planning, exterior materials and colors, signage and landscaping.
- C. No buildings or other structures, or combination of buildings or structures, shall be erected, altered, placed or maintained on the premises which shall occupy more than 75% of the land area of a building site. The combined area of the buildings, structures, and parking areas on any buildings site shall not exceed 90% of the area of that building site.
- D. No heating, air conditioning, electrical or other equipment shall be installed on the roof of any building or structure or hung on exterior walls unless the same is screened, covered and installed in a manner which shall first have been approved in writing by the Architectural Control Committee.
- E. During construction, all building sites shall be kept cleaned up on a daily basis, and all trash, rubbish, and debris removed therefrom after any construction work is done thereon.
- F. Materials. At least 25% of the surface of the exterior walls of any building erected on any site shall be accented with a brick or rock material approved by the Architectural Control Committee. The predominant architectural feature of the principal building shall be heavy timber columns, beams and trusses with sloped dark gray roof shingles. . Furthermore, all exterior wall materials shall emphasize the use of stucco and wood and shall be subject to approval by the Architectural Control Committee as required elsewhere in these covenants. Site plan and architectural building review may be required by the City of Lafayette.
- G. Paint. Exterior walls shall have an exterior surface acceptable to the Architectural Control Committee. Colors and finish shall harmonize with the natural surroundings.

25.8

Section 11. Variances. The Architectural Control Committee may grant reasonable variances or adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to other property or improvements in the development and shall not mitigate against the general intent and purposes hereof.



259

Section 12. Waiver of Liability. Neither the Architectural Control Committee, nor any member, employee or agent thereof shall be liable to any owner or tenant or to anyone submitting plans for approval, or to any other party by reason of mistake in judgment, negligence, or non-feasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone so submitting plans to the Architectural Control Committee for approval, by submitting such plans, and any person when he, she or it becomes an owner or tenant, agrees that he, she or it will not bring any action or suit to recover any damages against the Architectural Control Committee, or any member, employee or agent of said Committee.

Section 13. Notice of Soil Conditions and Groundwater. All lot owners are hereby placed on notice that prior to any building or structure construction a groundwater investigation and report shall first be conducted, by a registered professional engineer, in order to determine the existing conditions, the suitability and appropriateness, together with recommendations for construction. During the initial review stages of Forest Park subdivision it was determined that seasonal high groundwater and poor soils may exist under certain portions of Forest Park subdivision lots. Development may be possible however with certain construction techniques, if properly engineered and constructed. Declarants assume no liability for construction. Owners, by virtue of a lot purchase, shall assume all liability.

Section 14. Notice of Floodway/Floodplain Designation. Forest Park subdivision has been planned and laid out according to the latest floodway/floodplain information which was on file with the City of Lafayette. The grading plan for Forest Park has been reviewed and approved by the City of Lafayette. If the grading plan is strictly followed each lot will have sufficient area suitable for building which will be higher in elevation than the floodway designation. Nevertheless, the Declarants assume no liability for construction, the floodway/floodplain designation or any damage as a result of any flood or its water. Every owner, by virtue of a lot purchase, shall assume all liability for elevating their own buildings, structures and any other improvements in order to protect from flood waters.

Section 15. Provision for Lotowners Association. Simultaneously, with the platting of the Forest Park subdivision, a Lotowners Association has been created. The Association is called The Forest Park at Lafayette Lotowner's Association and is comprised of all lot owners with one vote per lot. The Association will be governed according to its own Bylaws with its primary responsibility being the maintenance of the Forest Park (Outlot F), the sidewalks and landscaping within outlots along



North 95th Street and the 25-ft. landscaping and pedestrian easement adjacent to Lots 1 and 2 of Block 2 and Lots 2, 3 and 4 and Outlot G of Block 3 along Arapahoe Road. In addition, the Association shall maintain the landscaping in the center of the cul-de-sac of Trailridge Drive West (Outlot L), and the maintenance of the drainage easements on Lots 2, 3, 5 and 13 of Block 2. Additional purposes of the Association may include maintenance of any commonly owned real estate, signage, landscaping and architectural review. The Association shall be required to provide Articles of Incorporation and adopt Bylaws of the Association which meet State of Colorado Statutes and are consistent with these Covenants, Conditions and Restrictions.

2510

ARTICLE V

Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot, hereby covenants, and each owner of any lot by acceptance of a deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges, which are payable in an annual payment; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments on each lot, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the real property and interest therein which comprise that lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the obligations of the owner of such property at the time when the assessment came due.

Section 2. Purpose of Assessments. The assessments levied by the Association through its Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the properties, the maintenance of the Forest Park (Outlot F), the sidewalks and landscaping within Outlots D and E of the North Park Filing No. 1 (along North 95th Street) and the 25-ft. landscaping and pedestrian easement adjacent to Lots 1 and 2 of Block 2 and Lots 2, 3 and 4 and Outlot G of Block 3 along Arapahoe Road; the landscaping in the center for the cul-de-sac of Trailridge Drive West (Outlot L), and the maintenance of the drainage easements on Lots 2, 3, 5 and 13 of Block 2 as hereinafter set forth, and in particular, for the enforcement of the covenants and restrictions contained herein, all types of insurance and premiums deemed necessary by the Association, and legal and accounting fees and costs associated with activities of the Association.

Section 3. Assessments at time of Purchase. At the time of purchase from the Declarant, each lot shall be assessed an assessment for the calendar year in which its purchase takes place, based upon estimated costs and expenses as deemed necessary by the Association. Each calendar year

subsequent to the year of transfer by the Declarant, the assessment shall be fixed, established and collected from time to time, as hereinafter provided.

- A. From and after the transfer of a lot by the Declarant, the annual assessment may be increased each year for the lots, transferred not more than twelve percent (12%) above the assessment for the previous year without a vote of the membership.
- B. From and after the transfer of a lot, the annual assessment for each lot transferred, may be increased above twelve percent (12%) by vote of sixty percent (60%) of the members who are voting in person or by proxy, at a meeting duly called for this purpose. 2511
- C. The Association shall, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year.
- D. Nothing herein shall prevent the Association from collecting the annual assessment on a monthly basis.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy a special assessment, applicable to such years as are described in the resolution authorizing the assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the common property, including the necessary fixtures and personal property related thereto, provided that a resolution establishing any such assessment shall have the assent of sixty percent (60%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance, which written notice shall set forth the purpose of the meeting.

All or any part of the proceeds of any special assessment made as above provided, for the entire period over which the assessment is to be levied, or any part thereof, may be assigned to a lender as security for repayment of a loan or loans made to pay, in whole or in part, the expenditure for which the special assessment was authorized. The rights granted to the lender under such assignment may include the right to require the Association to collect the special assessments. Any such assignments of the proceeds of any special assessment shall require approval by vote in the same manner as the special assessment itself.

Section 5. Date of Commencement of Assessments; Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Association to be the date of commencement. The first annual assessment shall be made before the balance of the calendar year and shall become due and payable on the first day of March of said year. However, nothing herein shall prevent the Association from making one-twelfth (1/12) of

each annual assessment due on a day each month fixed by the Association. The amount of assessment for each lot, in the year of transfer from the Declarant to the new owner shall not be prorated. The due date for any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment. Written notice shall of the assessment shall thereupon be sent to every owner subject thereto.

2517

The Association shall, upon demand at any time, furnish to any owner liable for said assessment or any mortgagee or potential mortgagee or purchaser of property subject to assessment of a certification in writing signed by a member of the Association, setting forth whether said assessment has been paid and the amount of any unpaid assessments. The Association may charge a fee not to exceed fifty dollars (\$50) for each certification. As to any mortgages or purchaser who had disbursed funds in reliance thereon, such certificate shall be conclusive against the Association as to items set forth therein.

Section 6. Effects of Non-payment of Assessment; the Obligation of the Owner; the Lien; Remedies of the Association. If an assessment is not paid on the date when due as specified in Section 5 or as set by the Association, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property subject to the assessment, which shall bind such property in the hands of the then owner, its/his/her heirs, devisees, personal representatives and assigns. The assessment shall be a lien against the real property which comprises the lot assessments, and all appurtenances thereto and fixtures thereon. The real property comprising of a lot or living unit shall include fee ownership in any lot, together with the improvement or dwelling, if any, and all fixtures and appurtenances. The obligation of the then owner to pay such assessment, however, shall remain its/his/her obligation for the statutory period and shall not pass to its/his/her successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the owner obligated to pay the same or to foreclose the lien against the property subject thereto; and there shall be added to the amount of such assessment interest as above provided plus all costs of collection with the default and collection of amounts due. If the Association elects to file a lien, the Association may file with the Clerk and Recorder of the County wherein the property is situated, a Statement of Lien with respect to the property, setting forth the name of the Association, and the amount of delinquent assessments then owing, which Statement shall be duly signed and acknowledged by a member of the Association, and which shall be served upon the owner of the property by certified mail to the address of the property or at such other address as the Association may have in its records for the

owner of the property. Thirty (30) days following the mailing of such notice, the Association may proceed to foreclose the Statement of Lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Colorado. In either a personal or foreclosure action, the Association shall be entitled to recover, as a part of the action, the interest, costs and reasonable attorney's fees with respect to the action. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the park, sidewalks, landscaping or drainage improvements. 25 L3

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to issue of a deed to such property pursuant to a decree or foreclosure, or a public trustee's deed pursuant to foreclosure through the public trustee, or a deed issued in any other proceeding in lieu of foreclosure. Such deed shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VI

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by, at least, the then-owners of three-fourths of the lots and the then-holders of three-fourths of the first mortgages, has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or for other relief; and failure by the Architectural Control Committee 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. The City of Lafayette may enforce these covenants if needed.

25-14

Section 3. Court Jurisdiction and Severability. In the event that any one or more of the provisions, conditions, restrictions, and covenants herein set forth shall be held by any Court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect. In any litigation the laws of the State of Colorado shall govern, and by acceptance of title to any lot, each owner consents and agrees that venue for any action commenced hereunder is properly lain in Boulder County, Colorado.

Section 4. Titles and Section Headings. Titles of Articles and Section headings shall be disregarded in the interpretation of this document, and shall have no binding effect.

Section 5. Rules Against Perpetuities. Any conveyance required herein which has not occurred within the lifetime of the survivor of Douglas A. Tiefel and Tina L. Willits plus twenty years (20) after the death of each survivor, shall not be required.

Section 6. Amendment. The covenants and restrictions of this Declaration may be amended only by an instrument signed by not less than three-fourths of the lot owners and not less than three-fourths of the first mortgagees of each lot (based upon one vote for each mortgagee). Any such amendment must be properly recorded.

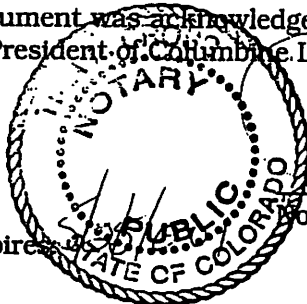
THE FOREGOING covenants and restrictions are approved.

COLUMBINE LAND RESOURCES, INC.

Douglas A. TIEFEL
Douglas A. Tiefel, President

STATE OF COLORADO }
 } ss.
COUNTY OF BOULDER }

The foregoing instrument was acknowledged before me this 1st day of December, 1998, by Douglas A. Tiefel, President of Columbine Land Resources, Inc. Witness my hand and official seal.



[Signature]
Notary Public

My commission expires _____



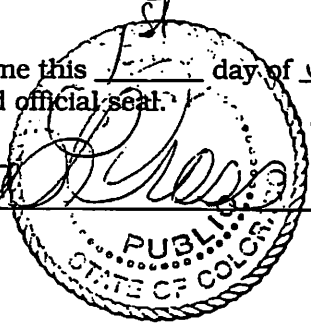
Boulder County Clerk, CO PROT CNTS

Douglas A. Tiefel
 Douglas A. Tiefel, Individually

25-15

STATE OF COLORADO }
 } ss.
 COUNTY OF BOULDER }

The foregoing instrument was acknowledged before me this 1st day of December, 1998, by Douglas A. Tiefel, Individually. Witness my hand and official seal.

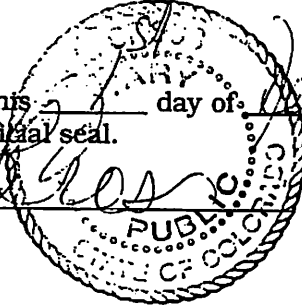
[Signature]
 Notary Public


My commission expires: 5/6/01

Pamela J. Haines
 Pamela J. Haines, Individually

STATE OF COLORADO }
 } ss.
 COUNTY OF BOULDER }

The foregoing instrument was acknowledged before me this 1st day of December, 1998, by Pamela J. Haines, Individually. Witness my hand and official seal.

[Signature]
 Notary Public


My commission expires: 5/6/01

QUIAT RESOURCES, LLC

[Signature]
 Gerald Quiat, Manager

STATE OF COLORADO }
 } ss.
 COUNTY OF BOULDER }

The foregoing instrument was acknowledged before me this 1st day of December, 1998, by Gerald Quiat, Manager of Quiat Resources, LLC. Witness my hand and official seal.

[Signature]
 Notary Public

My commission expires:

NEIL OBERFELD
 NOTARY PUBLIC
 STATE OF COLORADO

My Commission Expires 10/25/2001



Boulder County Clerk, CO PROT CURTS

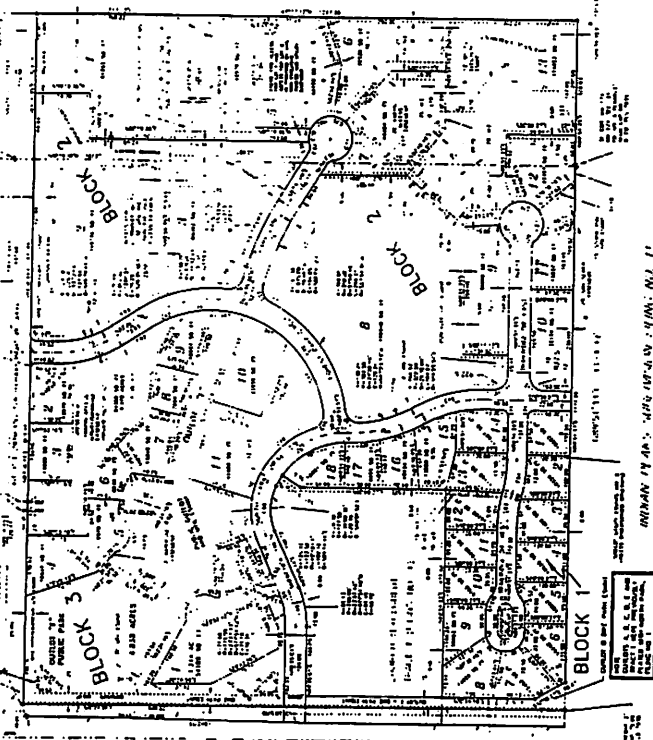
123 NORTH PLAIN ST
 BOULDER CO 80501
 773-3333

NOTICE: THIS DOCUMENT IS A PUBLIC RECORD AND IS AVAILABLE TO THE PUBLIC FOR INSPECTION AND REPRODUCTION. ANY REPRODUCTION OF THIS DOCUMENT IS AT THE USER'S RISK. THE BOUNTY COMPANY IS NOT RESPONSIBLE FOR ANY REPRODUCTION OF THIS DOCUMENT.

FINAL PLAT (SHEET TWO OF TWO)
FOREST PARK SUBDIVISION
 A PLANNED UNIT DEVELOPMENT

A RE-SUBDIVISION OF A PORTION OF NORTH PARK FILING NO. 1
 LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST
 QUARTER OF SECTION THIRTY-THREE, TOGETHER WITH A SUBDIVISION OF
 THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF
 THE NORTHEAST QUARTER OF THE THIRTIETH PRINCIPAL MERIDIAN,
 RANGE SIXTY-NINE WEST OF THE SIXTH PRINCIPAL MERIDIAN,
 CITY OF LAFAYETTE, COUNTY OF BOULDER, STATE OF COLORADO.
 AREA = 40.787 ACRES MORE OR LESS

Block	Area (Acres)	Notes
Block 1	10.000	...
Block 2	10.000	...
Block 3	10.000	...
Block 4	10.000	...
Block 5	10.000	...
Block 6	10.000	...
Block 7	10.000	...
Block 8	10.000	...
Block 9	10.000	...
Block 10	10.000	...
Block 11	10.000	...
Block 12	10.000	...
Block 13	10.000	...
Block 14	10.000	...
Block 15	10.000	...
Block 16	10.000	...
Block 17	10.000	...
Block 18	10.000	...
Block 19	10.000	...
Block 20	10.000	...
Block 21	10.000	...
Block 22	10.000	...
Block 23	10.000	...
Block 24	10.000	...
Block 25	10.000	...
Block 26	10.000	...
Block 27	10.000	...
Block 28	10.000	...
Block 29	10.000	...
Block 30	10.000	...
Block 31	10.000	...
Block 32	10.000	...
Block 33	10.000	...
Block 34	10.000	...
Block 35	10.000	...
Block 36	10.000	...
Block 37	10.000	...
Block 38	10.000	...
Block 39	10.000	...
Block 40	10.000	...
Block 41	10.000	...
Block 42	10.000	...
Block 43	10.000	...
Block 44	10.000	...
Block 45	10.000	...
Block 46	10.000	...
Block 47	10.000	...
Block 48	10.000	...
Block 49	10.000	...
Block 50	10.000	...



NOTICE: THIS DOCUMENT IS A PUBLIC RECORD AND IS AVAILABLE TO THE PUBLIC FOR INSPECTION AND REPRODUCTION. ANY REPRODUCTION OF THIS DOCUMENT IS AT THE USER'S RISK. THE BOUNTY COMPANY IS NOT RESPONSIBLE FOR ANY REPRODUCTION OF THIS DOCUMENT.

EXHIBIT "A"
 25-1

EXHIBIT "B"

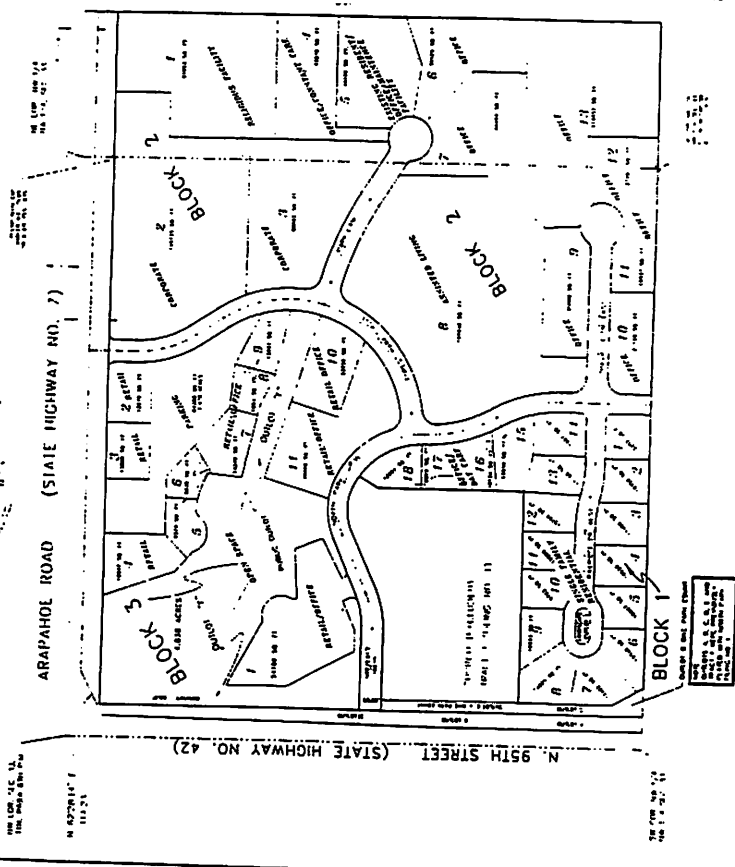
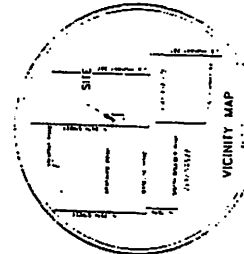
FINAL P.U.D. MAP
FOREST PARK SUBDIVISION
 A PLANNED UNIT DEVELOPMENT
 A RE-SUBDIVISION OF A PORTION OF NORTH PARK FILING NO. 1
 LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST
 QUARTER OF SECTION THIRTY-THREE, TOWNSHIP ONE NORTH,
 RANGE SIXTY-NINE WEST OF THE SIXTH PRINCIPAL MERIDIAN,
 CITY OF LAWRITIE, COUNTY OF BOULDER, STATE OF COLORADO.
 AREA = 40.787 ACRES MORE OR LESS

LAYOUT SUMMARY

USE	AREA	PERCENT
RESIDENTIAL	38.5	94.5
COMMERCIAL	1.5	3.7
PUBLIC	0.7	1.8
TOTAL	40.7	100.0

PLANNING COMMISSION CERTIFICATE
 The Planning Commission of the City of Boulder, Colorado, on this 12th day of December, 1998, has reviewed the proposed subdivision map for the Forest Park Subdivision, a Planned Unit Development, and has approved the same for filing with the County Clerk, Boulder County, Colorado, for recording.

CITY CLERK CERTIFICATE
 I, the City Clerk of the City of Boulder, Colorado, do hereby certify that the above described subdivision map has been filed for recording in the County Clerk's Office, Boulder County, Colorado, on this 12th day of December, 1998.



2517

142 NORTH MAIN ST
 SUITE 200
 BOULDER, CO 80501

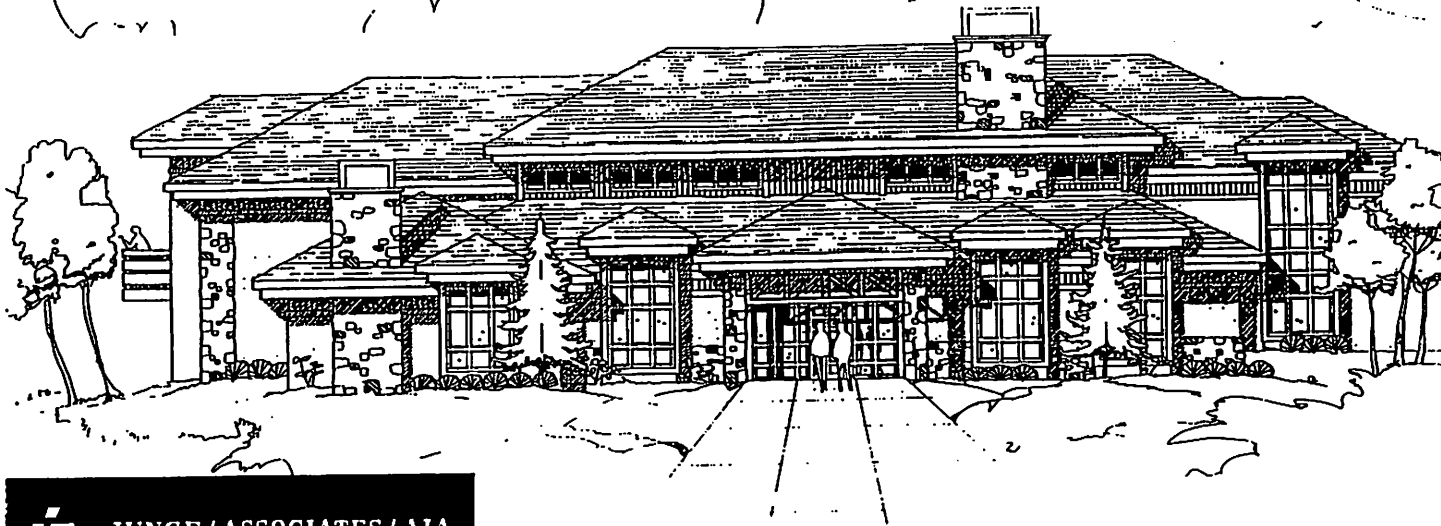
HASCALL CURRY INC

142 NORTH MAIN ST
 SUITE 200
 BOULDER, CO 80501

"COLORADO COUNTRY"
MATERIALS:

- TAN STUCCO / WOOD SHINGLE SIDING
- COLORADO "BUFF" SANDSTONE ASHLAR STONE
- COLUMNS, CHIMNEYS, COURTWALLS & VAINSCOT
- HEAVY TIMBER BEAMS, TRUSSES & COLUMNS
- SLOPED ROOFS w/ TEXTURED DARK GREY SHINGLES
- COLORS - TAN / BROWN, PUTTY GREYS
- ALL SIGNAGE - WOOD / BRONZE METAL - FACE LIGHTED

COLUMBINE LAND RESOURCES, INC.



DESIGN CHARACTER
APRIL 17, 1998

JUNGE / ASSOCIATES / AIA
ARCHITECTURE / PLANNING

4141 ARAPAHO AVENUE
BOULDER, COLORADO
303/444-2967 80303

FOREST PARK ARCHITECTURAL GUIDELINES

25-18

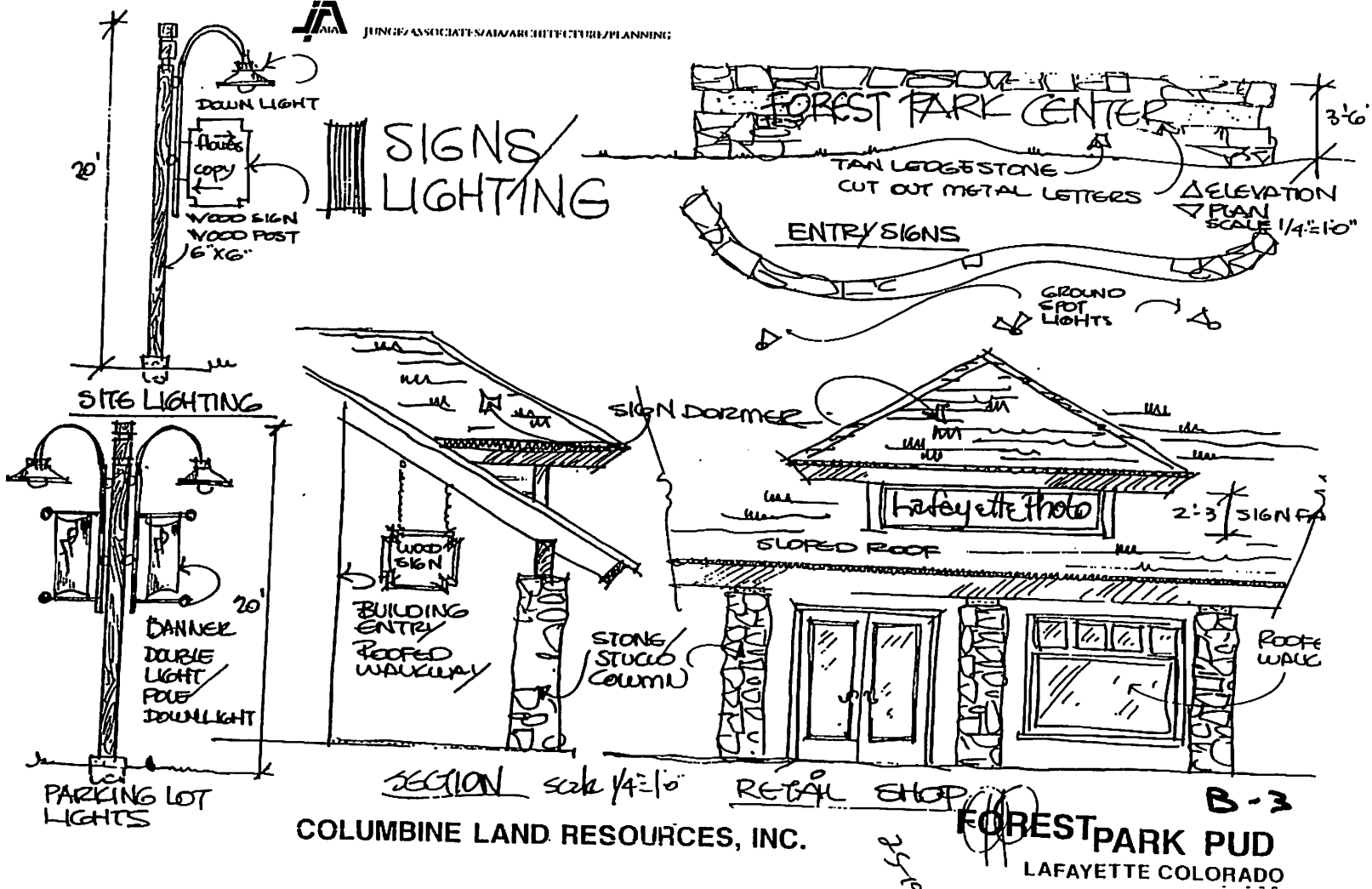
B-2

Boulder County Clerk, CO PROT COUNTS R 128.89 D 8.88

1887135
Page: 18 of 25
12/29/1998 02:35P



JUNG & ASSOCIATES SA/VA ARCHITECTURE/PLANNING

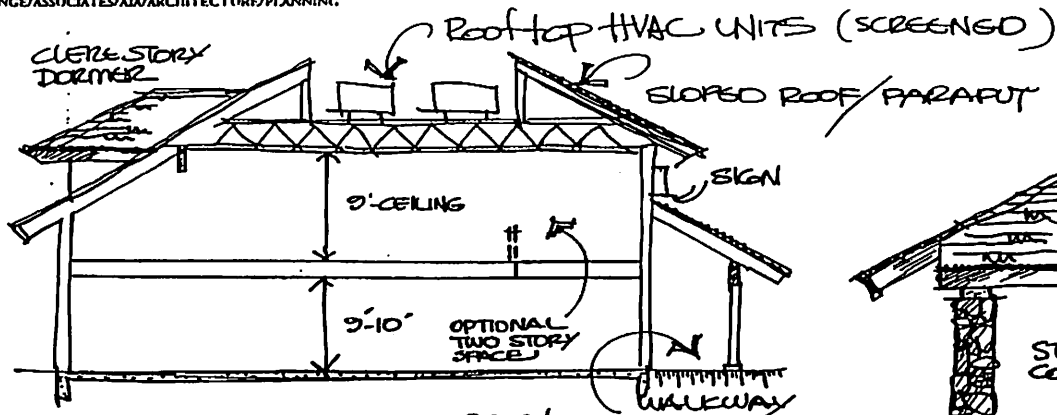


Boulder County Clerk, CO PROJ CNTS R 126 89 0 9.89

1887135
Page: 19 of 25
12/29/1998 02:35P

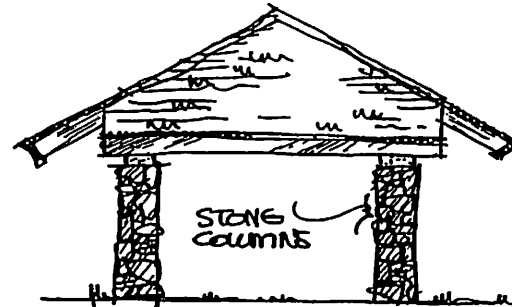


JUNG/ASSOCIATES/ARCHITECTURE/PLANNING



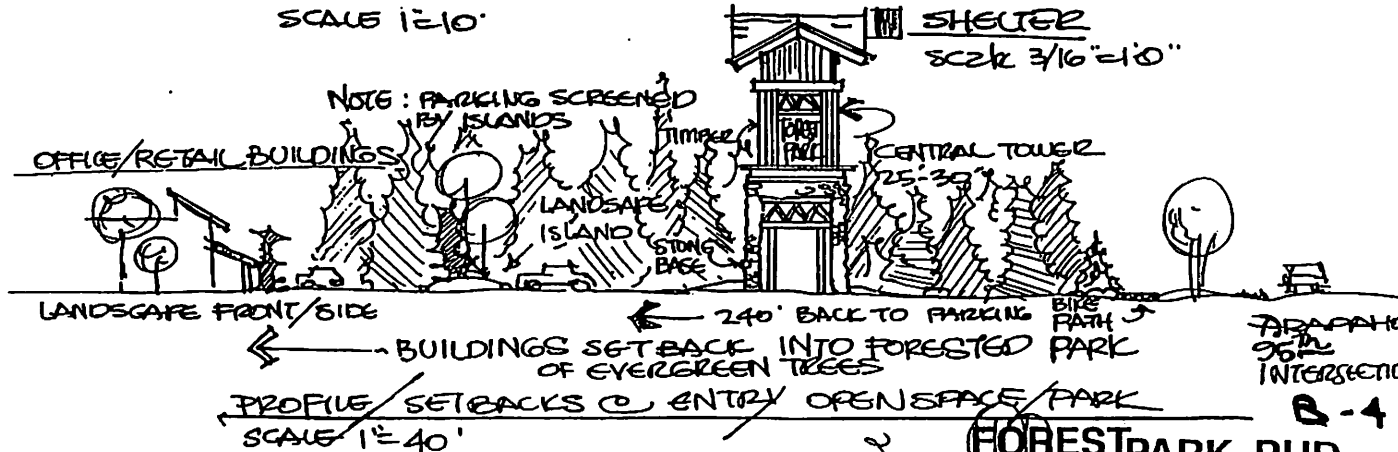
MIXED USE BUILDING SECTION

SCALE 1/2"=10'



SHELTER

8'2 1/2" x 10' = 10'



DESIGN CHARACTER

COLUMBINE LAND RESOURCES, INC.

FORESTPARK PUD

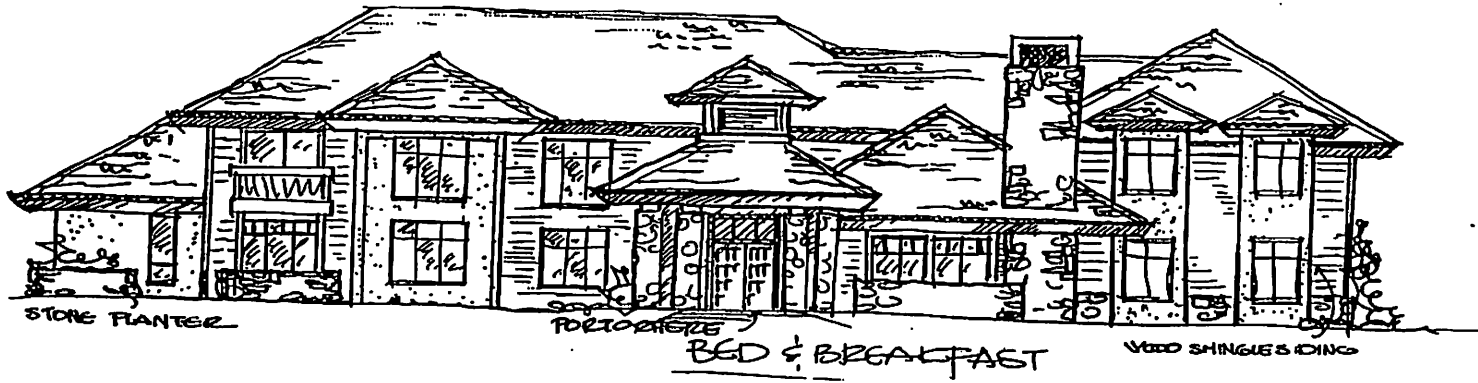
LAFAYETTE COLORADO
APRIL 17 1998

Boulder County Clerk, CO PROT CNTS R 126.88 D 9.88

1897135
Page: 28 of 25
12/29/1998 02:35P



JUNGLE ASSOCIATES/AA/ARCHITECTURE/PLANNING

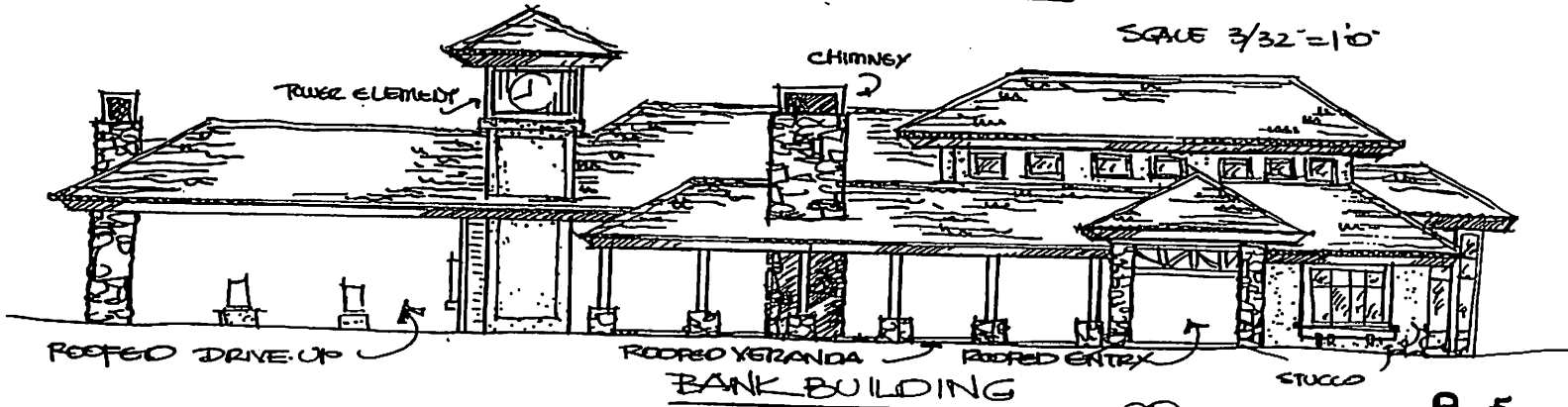


STONE PLANTER

PORCH

BED & BREAKFAST

WOOD SHINGLES ROOFING



TOWER ELEMENT

CHIMNEY

SCALE 3/32" = 1'0"

ROOFED DRIVE-UP

ROOFED VERANDA

ROOFED ENTRY

BANK BUILDING

STUCCO

B-5

COLUMBINE LAND RESOURCES, INC.

FOREST PARK PUD
LAFAYETTE COLORADO
APRIL 17, 1998

Boulder County Clerk, CO PROB. CLERK R 126.99 D 9.99
1887135
Page: 21 of 25
12/28/1998 02:35P



JUNGE/ASSOCIATES/ARCHITECTURE/PLANNING



II RETAIL SERVICES BUILDING

SCALE 3/32" = 1'0"



I OFFICE BUILDING / TWO STORY

COLUMBINE LAND RESOURCES, INC.

FORESTPARK PUD
LAFAYETTE COLORADO
APRIL 17 1998

B-6

Boulder County Clerk, CO PROT CLAIMS R 126.68 D 9.69
1887135
Page: 22 of 25
12/29/1998 02:35P



Forest Park PUD Land Uses

EXHIBIT "C"

P - Permitted
 S - Special review
 * = Not permitted

C-1

	T1 Zone		C1 Zone
Accessory uses	P	Accessory uses	P
Accessory building/structure	P	Accessory building/structure	P
Adult entertainment	*	Adult entertainment	*
Agriculture use (crop production only)	*	Agriculture use (crop production only)	*
Animals	*	Animals	*
Art gallery or studio	P	Art gallery or studio	P
Asphalt plant	*	Asphalt plant	*
Assisted Living	S	Assisted Living	*
Automobile storage yard	*	Automobile storage yard	*
Automotive and recreational vehicle service and sales greater than two ton	*	Automotive and recreational vehicle service and sales greater than two ton	*
Automotive and recreational vehicle service and sales less than two ton	*	Automotive and recreational vehicle service and sales less than two ton	*
Automotive paint and body shop	*	Automotive paint and body shop	*
Bed & Breakfast	P	Bed & Breakfast	S
Board & care facility	S	Board & care facility	*
Camper park or campground	*	Camper park or campground	*
Churches (30 ft. setback to all residentially zoned lots)	P	Churches (30 ft. setback to all residentially zoned lots)	P
Commercial parking lot	S	Commercial parking lot	P
Commercial recreational establishment (such as a bowling alley and skating rink)	*	Commercial recreational establishment (such as a bowling alley and skating rink)	P
Daycare Centers	P	Daycare Centers	P
Drive-up restaurants	*	Drive-up restaurants	*
Drive-up gas station/convenience store and other drive-up facilities	*	Drive-up gas station/convenience store and other drive-up facilities	*
Enclosed (screened and fenced) storage yard	*	Enclosed (screened and fenced) storage yard	*
Extractions of minerals	*	Extractions of minerals	*
Extractions of oil and gaseous materials	S	Extractions of oil and gaseous materials	S
Feedmill	*	Feedmill	*
Golf course (public or private)	S	Golf course (public or private)	P
Halfway Houses	S	Halfway Houses	*
Home occupations	P	Home occupations	*
Household Pets, not exceeding three (3) each of dogs, cats and one other species of household pet. This limitation applies to rabbits, but it does not apply to other household pets customarily housed in a cage, aquarium or similar enclosure.	P	Household Pets, not exceeding three (3) each of dogs, cats and one other species of household pet. This limitation applies to rabbits, but it does not apply to other household pets customarily housed in a cage, aquarium or similar enclosure.	P
Hospital	S	Hospital	S
Indoor amusement, entertainment, arcades	S	Indoor amusement, entertainment, arcades	P
Kennel	*	Kennel	S
Library	P	Library	P

25-23



Forest Park PUD Land Uses

EXHIBIT "C"

C-2

P - Permitted
 S - Special review
 * = Not permitted

	T1 Zone		C1 Zone
Lumber, plumbing, electrical and building supplies	*	Lumber, plumbing, electrical and building supplies	P
Machine Shops	*	Machine Shops	*
Medical/Dental Offices	P	Medical/Dental Offices	P
Mini-banks detached from principal building	S	Mini-banks detached from principal building	S
Mobile home park or subdivision	*	Mobile home park or subdivision	*
Mobile home sales and service	*	Mobile home sales and service	*
Mobile homes in individual lots	*	Mobile homes in individual lots	*
Mortuary	S	Mortuary	*
Motels, hotels, resorts	S	Motels, hotels, resorts	P
Municipal or public utility facilities and buildings excluding offices, repair and storage yards	P	Municipal or public utility facilities and buildings excluding offices, repair and storage yards	P
Nurseries and greenhouses (commercial)	S	Nurseries and greenhouses (commercial)	P
Nursing Home/Convalescent Home	S	Nursing Home/Convalescent Home	S
Office and neighborhood retail (if approved as part of PUD)	S	Office and neighborhood retail (if approved as part of PUD)	P
Offices	P	Offices	P
Other drive-up facilities	S	Other drive-up facilities	S
Park or playground	P	Park or playground	P
Parking lots/structures	S	Parking lots/structures	P
Personal service outlets such as barbershops, beauty shops, self-service/laundries, shoe repair, tailors, dry cleaners, travel agencies	S	Personal service outlets such as barbershops, beauty shops, self-service/laundries, shoe repair, tailors, dry cleaners, travel agencies	P
Printing, publishing	*	Printing, publishing	P
Private/Public membership clubs		Private/Public membership clubs	
Recreational club or facility (indoor or outdoor)	S	Recreational club or facility (indoor or outdoor)	P
Refinement of hydrocarbons, mineral, and gaseous materials	*	Refinement of hydrocarbons, mineral, and gaseous materials	*
Research facility, testing, laboratory, and facilities for manufacturing, fabricating, processing, and storage of products	*	Research facility, testing, laboratory, and facilities for manufacturing, fabricating, processing, and storage of products	S
Residential - Two-family dwellings; multi-family dwellings and single-family dwellings	P	Residential single-family dwellings	S
Restaurants	S	Restaurants	P
Retail sales including but not limited to the sale of food, beverages, dry goods, furniture appliances, hardware and clothing with floor areas of less than 20,000 sq. ft.	S	Retail sales including but not limited to the sale of food, beverages, dry goods, furniture appliances, hardware and clothing with floor areas of less than 20,000 sq. ft.	P
Retail sales with floor areas in excess of 20,000 sq. ft.	*	Retail sales with floor areas in excess of 20,000 sq. ft.	S
Schools - Private	S	Schools - Private	S
Schools - Public	S	Schools - Public	*
Slaughters and processing of animals	*	Slaughters and processing of animals	*

25-24



Forest Park PUD Land Uses

EXHIBIT "C"

C-3

- P - Permitted
- S - Special review
- * = Not permitted

	T1 Zone		C1 Zone
Tailoring, millinery, electronic parts assembly, wood work, and other similar limited manufacturing activity which do not generate high noise levels and meet the provisions of the Group F Div. 1 requirements of the Uniform Building Code	S	Tailoring, millinery, electronic parts assembly, wood work, and other similar limited manufacturing activity which do not generate high noise levels and meet the provisions of the Group F Div. 1 requirements of the Uniform Building Code	P
Theaters, auditoriums, or places of assembly	S	Theaters, auditoriums, or places of assembly	P
Transportation center	*	Transportation center	P
Veterinarian Hospital or clinic	S	Veterinarian Hospital or clinic	P
Warehouse (mini-storage or other)	*	Warehouse (mini-storage or other)	S
Wholesale establishments	*	Wholesale establishments	P

25.25