

AMENDED AND RESTRICTIVE COVENANTS FOR BEAR VALLEY HEIGHTS ALSO KNOWN AS PINECREST VILLAGE

KNOW ALL MEN BY THESE PRESENTS, that for the use and benefits of themselves and their successors and assigns, and all persons claiming by, through or under them, the undersigned do hereby declare, represent, agree, restrict and covenant that the Protective and Restrictive Covenants for Bear Valley Heights, recorded November 9, 1965, in Book 9522 at Page 169 are hereby amended and that the Amended Protective and Restrictive Covenants provide that the use, enjoyment and ownership of the above-described land platted as BEAR VALLEY HEIGHTS, also known as PINECREST VILLAGE in the CITY AND COUNTY OF DENVER, STATE OF COLORADO, recorded in Plat Book _____ at Page ____ of the records of the CITY AND COUNTY OF DENVER, shall be and is hereby restricted, limited, conditioned and protected as follows:

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars. Servant's quarters are permitted.
2. Easement. Easements and rights of way as shown on the plat of said Subdivision, are hereby reserved for poles, wires, pipes, wells, and conduits for heating, lighting, electricity, gas, telephone, sewer, drainage, water or any other utility service purposes, together with the right of ingress and egress for the purpose of further construction, maintenance and repair.
3. Architectural Control. No building shall be erected or structurally altered or other improvements be performed on any lot unless approved by the Architectural Control committee herein provided for, with regard to appearance and harmony of external design with existing surrounding structures. Upon request by the Architectural Control Committee, the person or persons seeking approval shall submit complete plans, specifications and lot plans showing the exterior design, height, building materials, and color scheme thereof and the location of any and all such improvements or alterations with respect to topography and finish grade elevation for review by the

Architectural Control Committee. No fence, wall or other structure shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line as defined in Covenant No. 19, amended November 24, 1965.

4. Architectural Control Committee. The Architectural Control Committee shall consist of at least three (3) members appointed by the Board of Directors of Pinecrest Village Improvement Association. (PVIA) One member of the Architectural Control Committee shall also serve as a member of the Board of Directors of the Pinecrest Village Improvement Association. . The Architectural control Committee shall exercise its best judgment to see that all improvements, construction and other alterations on all properties conform to and harmonize with existing surroundings and structures. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee the remaining members of the Committee shall designate a successor subject to the approval of the Board of Directors of the Association. Neither the members of the committee nor its representatives shall be entitled to compensation for services performed pursuant to the covenant.
5. Procedure. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. Approval or disapproval shall be in writing and the Committee shall maintain records of all applications submitted to it and of all actions it may have taken. A majority vote of the committee is required for approval or disapproval of any proposals submitted to it and of all actions it may have taken. A majority vote of the committee is required for approval or disapproval of any proposals submitted to it. In the event the committee, or its designated representative, fails to take any action within 30 days after requests have been submitted to it, or any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with. The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any owner within Pinecrest Village by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

CONSTRUCTION LIMITATIONS AND REQUIREMENTS

1. No plans shall be approved nor shall any construction be commenced on any dwelling until soil tests have been made by a reputable, qualified soil engineer on the site on which the residence is to be erected and the proper footings and foundations to be used are designed by a licensed professional engineer and said design made a part of the plans and specifications for the dwelling.
2. The exterior walls of any single-story dwelling, exclusive of doors and windows, shall consist of at least 50% masonry construction. The exterior walls of the ground floor or any two-story, story and one-half, or split level dwelling, exclusive of doors and windows, shall consist of at least 60% masonry construction.
3. All downspouts from gutters must have any extension or a splash block carried out from the wall of the dwelling at least three (3) feet; said extensions or splash blocks are to be installed simultaneously with the downspouts.
4. At the time that plans and specifications, grading, and landscaping plans and locations have been approved, then the construction of the same shall be carried out forthwith by a licensed contractor and completion effected within twelve (12) months from the date construction is commenced, provided, however, that the time limit on completion of construction may be extended by the company or its duly authorized representative if unusual circumstances or delay beyond the control of the grantee occur.
5. No dwelling shall be permitted on a lot which will be valued less than the market value of adjacent and surrounding dwellings based upon real estate market levels prevailing at the time of construction, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced at the time of construction at the minimum cost for the minimum permitted dwelling size.
6. The ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 1,200 square feet for a one-story dwelling, not less than 800 square feet for a dwelling or more than one story. The restrictions described in the above

paragraph do not affect lots 1 through 8, inclusive, block 7 BEAR VALLEY HEIGHTS, and are specifically excluded from the restrictions of this paragraph.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or maintained thereon which may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either, temporarily or permanently.
9. No sign of any kind shall be displayed to the public view on any lot except, one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.
10. No television, radio antenna, solar collector panels or other external appurtenance shall be exposed to the public or allowed on any roof, Satellite type dish antennae are permitted provided that they are adequately concealed by trees, shrubs, trellis structures or other means so as not to be exposed to public view. The method of construction and concealment employed for any external appurtenance must be aesthetically acceptable and approved by the Architectural Control Committee guidelines.
11. Any boat, trailer, camper truck, or unlicensed or unsightly old car shall be parked in the back yard and shall be concealed from the street by means of a fence or other acceptable screen.
12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
13. No animals, livestock or poultry or 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 and do not create a nuisance in the neighborhood. Such household pets are not permitted to run free at any time and must be controlled or restrained by a leash or other means when such pets are not on their owner's property.
14. No fence, wall, hedge, or shrub planting which obstructs sight at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at

- points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property line extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.
15. No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 5 feet to an interior lot line or nearer than 15 feet to a side street, or nearer than 25 feet to the rear property line. For the purpose of this Covenant, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.
 16. These Covenants are to run with the land and be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of recording hereof, after which time these Covenants shall be automatically extended for period of ten years. These Covenants may be changed in whole or in part at any time during the original period or during any of the extended periods above-mentioned through a duly recorded written and acknowledged instrument signed by the owners then representing a majority of said lots.
 17. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any Covenant either to restrain violations or to recover damages therefore.
 18. Invalidation of any of these Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
 19. The Protective Covenants and Restrictions contained herein shall in no way affect the use of land in said Subdivision termed "Tract A."
 20. These Amended Protective Covenants and Restrictions contained herein shall in no way affect violations of these Covenants, which existed prior to the effective date of the amendments.
 21. Every person who is a record owner of a lot shall be a member of the Pinecrest Village Improvement Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Ownership of such lot shall be the sole qualification for membership and payment of annual dues. The Covenant shall be binding only on persons acquiring property after the effective date of the Amended Covenants.

Amended July 25, 1989