

Protective Covenants

This instrument contains the effective Protective Covenants for the Heath Court Minor Development, located on Pikes Peak Court in the Town of Parker.

Purpose of Covenants

It is the intention of the Heath Court developer that the lots be constructed and maintained as a high quality and desirable residential/professional area, with distinct attractive architecture. Therefore, the purpose of these covenants is to keep the subdivision landscaping and architecture protected so far as possible with the uses and structures permitted by these covenants.

Covenants

All lots in the Heath Court Minor Development are in the Town of Parker "Pikes Peak Center" of the Greater Downtown Zoning District, and shall comply with said requirements.

The Heath Court Owner's Association (Association) shall be the owners of the three lots comprising the Heath Court Minor Development. The Association shall administer and enforce these covenants. Each lot is entitled to one vote. The Association shall meet at least once annually.

New buildings in the Heath Court Minor Development shall be constructed of new materials, and be consistent with the period architecture on Pikes Peak Drive and Pikes Peak Court.

Signs shall comply with Town of Parker Sign Code, and the Pikes Peak Center character.

All utilities shall be installed underground.

Lots shall be landscaped to resemble residential areas as much as possible. Landscaping shall otherwise comply with Town of Parker codes and the approved Site Development Plan.

Each lot shall install automatic sprinkling for lawns and other landscaping, and shall maintain such landscaping in an attractive manner.

The Association shall manage the snow removal, lawn mowing, and the maintenance of landscaping, driveway, and parking on Tract "A". Lot owners will share costs equally.

Each prospective builder shall proceed diligently with said building, and the same shall be completed within a timely manner.

No temporary building, trailer, or inoperative vehicle shall be allowed on any lot, except during construction.

No metal buildings that do not through their appearance enhance the surroundings are allowed.

All inhabited buildings shall be connected to the Parker Water & Sanitation systems.



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One accessible parking spot will be provided for the Minor Development. Other parking shall be as required by Town of Parker Land Development Code at the time of each building construction.

Buildings shall be constructed with fire resistant roofs, or resembling cedar shingles.

Easements

Heath Court hereby reserves to itself, its successors and assigns, perpetual easements as indicated on the site plan, of approximately 10 feet wide along the outside perimeter of Heath Court, and certain interior lot lines. Such easements are for constructing, maintaining, and replacing utilities for lots in the Heath Court Minor Development.

Heath Court reserves to itself, its successors, and assigns, perpetual easements across common areas in the Minor Development for lanes providing access to other lots.

General Provisions

The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each lot in Heath Court Minor Development. Each property owner therein, his successors, representatives, and assigns shall continue in full force and effect until December 31, 2023, unless amended, and shall be automatically renewed for successive ten year periods unless specifically amended.

Should any court or competent jurisdiction declare any part or parts of these covenants invalid or unenforceable, such decision shall not affect the validity of the remaining covenants.

Amendment – The conditions, restrictions, stipulations, agreements, and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the owners of three of the lots in the subdivision, as the same may be shown by the plat on file in the office of the Clerk and Recorder of Douglas County, Colorado.

Enforcement

If any person shall violate or threaten any of the provisions of this instrument, it shall be lawful for any person or persons to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violations.

The foregoing instrument was acknowledged before me this ____ day of _____

2003 AD, by Heath Court LLC Managing Member Jerry Dandurand _____

Witness: _____

Member Glenn D. Palmer _____

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Witness: _____