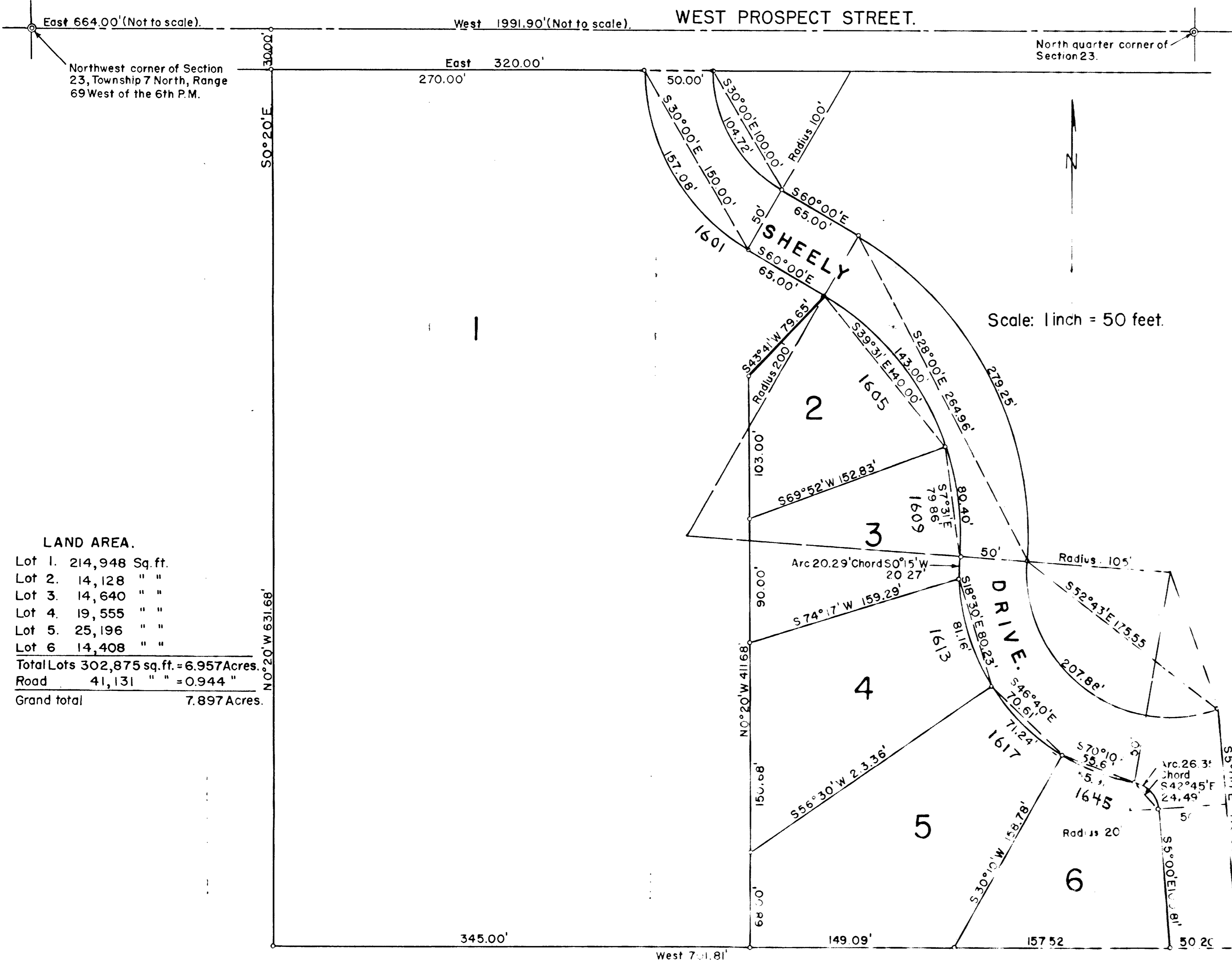


THE ARTHUR C. SHEELY FIRST SUBDIVISION.
 Situate in the NW 1/4 of Section 23,
 Township 7 North, Range 69 West of the 6th P.M.
 Larimer County, Colorado.



LAND AREA.

Lot 1.	214,948	Sq. ft.
Lot 2.	14,128	" "
Lot 3.	14,640	" "
Lot 4.	19,555	" "
Lot 5.	25,196	" "
Lot 6.	14,408	" "
Total Lots	302,875	sq. ft. = 6.957 Acres.
Road	41,131	" " = 0.944 "
Grand total		7.897 Acres.

1. LAND USE AND BUILDING TYPE.

No lot shall be used for other than residential or farming purposes. No building shall be erected, placed or permitted to remain on any lot other than one single-family residence with attached or detached garage for not more than three cars except that farm out-buildings will be permitted on lots of 43,560 square feet or more in area.

2. BUILDING QUALITY AND SIZE.

All improvements shall be constructed of good and suitable material and all workmanship shall be first class. The ground area of each residence, exclusive of the garage, shall be not less than 800 square feet for a one story structure nor less than 720 square feet for structures of more than one story.

3. BUILDING LOCATION.

No building shall be located on any premise nearer than 30 feet from the front property line, nearer than 7.5 feet from an interior property line or nearer than 10 feet from a side street line on a corner lot. No side yard shall be required for any permitted accessory building located 75 feet or more from the front property line. For the purpose of this covenant, eaves, steps and porches shall not be considered as part of the building, provided however, that this shall not be construed to permit any encroachment upon adjoining property.

4. LOT AREA.

No residence shall be erected on any lot or combined portions of lots having an area of less than 14,000 square feet or having a width of less than 65 feet at the front building line.

5. TEMPORARY STRUCTURES.

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.

6. NUISANCES.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done upon any lot which may become an annoyance or a nuisance to the neighborhood.

7. TERM.

These covenants are to run with the land and shall be binding upon all persons claiming under them for a period of twenty-five years after these covenants are recorded after which period said covenants shall cease to have any further force and effect.

8. ENFORCEMENT.

Enforcement shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenant, to restrain violation or to recover damages.

9. SEVERABILITY.

Invalidation of any of these covenants by judgement or court order shall in no wise effect any of the other covenants, which shall remain in full force and effect.

All lots in the ARTHUR C. SHEELY FIRST SUBDIVISION shall be subject to the foregoing PROTECTIVE COVENANTS, IN WITNESS WHEREOF, Olds and Redd Construction Company, Annette L. Mitty and K.S. Mitty have caused the execution hereof on this 24th day of August, A.D. 1953.

Olds and Redd Construction Company,

by Ben Olds, partner

and B.G. Redd, partner.

Annette L. Mitty

K.S. Mitty

STATE OF COLORADO
 COUNTY OF LARIMER S.S.

The foregoing instrument was acknowledged before me this 24th day of August, A.D. 1953, by Ben Olds and B.G. Redd, as sole partners of Olds and Redd Construction Company, and by Annette L. Mitty and K.S. Mitty, as individuals.

My commission expires July 10, 1956.

Ralph H. Coyle
 Notary Public.

KNOW ALL MEN BY THESE PRESENTS - That Olds and Redd Construction Company, a co-partnership composed of Ben Olds and B.G. Redd, and Annette L. Mitty and K.S. Mitty, individuals, being the owners of all of the following described land, situate in Larimer County, Colorado, to wit: A tract of land in the Northwest quarter of Section 23, Township 7 North, Range 69 West of the 6th P.M. which is contained within the following described boundary lines: Beginning at a point on the South line of West Prospect Street which is 664 feet East and S0°20'E 30 feet from the Northwest corner of said Section 23 (which point is also 1991.9 feet West and S0°20'E 30 feet from the North quarter corner of said Section 23) and running thence East 320.00 feet along the South line of West Prospect Street, thence along a 100 foot radius curve to the left a distance of 104.72 feet, the long chord of which bears S30°00'E 100.00 feet, thence S60°00'E 65.00 feet, thence on a 250 foot radius curve to the right a distance of 279.25 feet, the long chord of which bears S28°00'E 264.96 feet, thence on a 105 foot radius curve to the left a distance of 207.88 feet, the long chord of which bears S52°43'E 175.55 feet, thence S5°00'E 172.90 feet, thence West 701.81 feet and thence N0°20' W 631.68 feet to the point of beginning and containing 7.90 acres more or less; have caused the same to be surveyed and subdivided into Lots, numbered 1 to 6, and a road as laid out and designated on the within plat, said Lots are to be subject to the terms and provisions of the above Protective Covenants, and to be known as The Arthur C. Sheely First Subdivision; and do also hereby dedicate and convey to and for public use forever hereafter, the road as laid out and designated on the plat.

Witness our hands and seals this 24th day of August, A.D. 1953. Olds and Redd Construction Company,

by Ben Olds, partner,

Annette L. Mitty

and B.G. Redd, partner.

K.S. Mitty

STATE OF COLORADO
 COUNTY OF LARIMER S.S.

The foregoing instrument was acknowledged before me this 24th day of August, A.D. 1953, by Ben Olds and B.G. Redd, as sole partners of Olds and Redd Construction Company, and by Annette L. Mitty and K.S. Mitty, as individuals.

My commission expires July 10, 1956.

Ralph H. Coyle
 Notary Public.

Howard E. Evans, being first duly sworn on his oath, deposes and says that he is a professional engineer under the laws of the State of Colorado, that the survey and plat of The Arthur C. Sheely First Subdivision were made by him, that such survey is accurately represented upon said plat, that he has read the statements thereon and that the same are true of his own knowledge.

Howard E. Evans
 Professional Engineer.

Subscribed and sworn to before me this 24th day of August, A.D. 1953.

My commission expires July 10, 1956.

Ralph H. Coyle
 Notary Public.