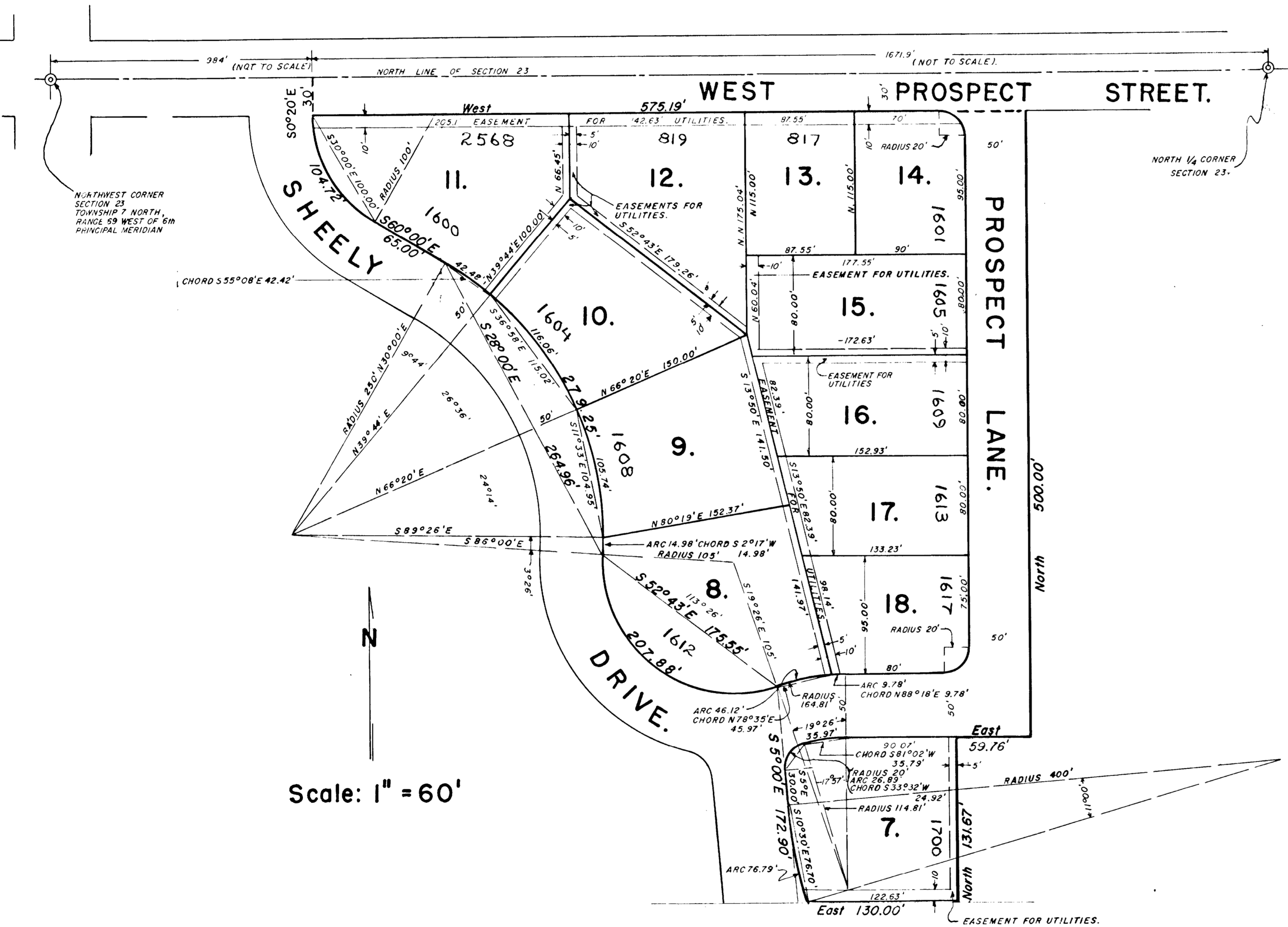


# THE ARTHUR C. SHEELY SECOND SUBDIVISION

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



Scale: 1" = 60'

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 Second 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 11th day of June, A.D. 1954.

My commission expires Sept 23, 1954

Mellie Warfield  
Notary Public

## DECLARATION OF PROTECTIVE COVENANTS

The undersigned, Ben Olds and B.G. Redd, being the owners in fee simple of all the land in The Arthur C. Sheely Second Subdivision, as shown on the within plat and described in the statement hereon, do hereby make this declaration of protective covenants applicable to all of the lots in The Arthur C. Sheely Second Subdivision.

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 LOCATIONS.  
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 structures 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.
10. EASEMENTS FOR UTILITIES  
Easements for the installation and maintenance of utilities and irrigation facilities are reserved as shown on the within plat. No buildings or other structures shall be constructed, erected or placed upon any easement reserved for utilities, except fences, which may be constructed along lot lines or property lines.

IN WITNESS WHEREOF the undersigned have affixed their hands and seals this 11th day of June, A.D. 1954.

Olds and Redd Construction Company,  
by Ben Olds, partner  
by B.G. Redd, partner.

STATE OF COLORADO ) S.S.  
COUNTY OF LARIMER ) S.S.  
The foregoing instrument was acknowledged before me this 11th day of June, A.D. 1954, by Ben Olds and B.G. Redd, as sole partners of Olds and Redd Construction Company.

My commission expires Sept 23, 1954

Mellie Warfield  
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, being the owner of all of the following described land, situate in the Northwest one-quarter of Section 23, Township 7 North, Range 69 West of the 6th Principal Meridian, Larimer County, Colorado, to wit: - A tract of land in the Northwest one-quarter of said Section 23 contained within boundary lines beginning at a point on the south line of Prospect Street which is 984 feet East and S 0° 20' E 30 feet from the Northwest corner of said Section 23 and running thence along a 100 foot radius curve to the left a distance of 104.72 feet, the long chord of which bears S 30° 00' E a distance of 100.00 feet, thence S 60° 00' E 65.00 ft., thence along a 250 feet radius curve to the right a distance of 279.25 feet, the long chord of which bears S 28° 00' E a distance of 264.96 feet, thence along a 105 foot radius curve to the left a distance of 207.88 feet, the long chord of which bears S 52° 43' E a distance of 175.55 feet, thence S 5° 00' E 172.90 feet, thence East 130 feet, thence North 131.67 feet, thence East 59.76 feet, thence North 500 feet, to the South line of Prospect Street, and thence West 575.19 feet along the South line of Prospect Street to the point of beginning, and containing 4.38 acres, more or less; have caused the same to be surveyed and subdivided into 11 lots, numbered 7 to 13 inclusive, and streets as laid out and designated on the within plat, which lots are subject to the terms and provisions of the above Protective Covenants, and to be known as The Arthur C. Sheely Second Subdivision; and do also hereby dedicate and convey to and for public use, forever hereafter, the streets, as laid out on, designated on said plat and do also reserve perpetual easements, as laid out and designated on said plat, for the purpose of constructing and maintaining utilities and irrigation facilities.

Witness our hands and seals this 11th day of June, A.D. 1954.

Olds and Redd Construction Company  
by Ben Olds, partner  
by B.G. Redd, partner.

STATE OF COLORADO ) S.S.  
COUNTY OF LARIMER ) S.S.  
The foregoing instrument was acknowledged before me this 11th day of June, A.D. 1954, by Ben Olds and B.G. Redd, as sole partners of Olds and Redd Construction Company.

My commission expires Sept 23, 1954

Mellie Warfield  
Notary Public