

THE ARTHUR C. SHEELY THIRD SUBDIVISION.

PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6TH P. M., LARIMER COUNTY, COLORADO.

DECLARATION OF PROTECTIVE COVENANTS.

Arthur C. Sheely and Olds and Redd Construction Company, a co-partnership composed of Ben Olds and B. G. Redd, being the owners in fee simple of all of the land in the Arthur C. Sheely Third Subdivision, as shown on the within plat and described in the statement thereon, do hereby make this declaration of protective covenants applicable to all of the lots in The Arthur C. Sheely Third Subdivision.

1. LAND USE AND BUILDING TYPE.
No lot shall be used for other than residential 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.

2. BUILDING QUALITY AND SIZE.
All buildings and improvements shall be constructed of good and suitable materials and all materials shall be first class. The ground floor area of each residence, exclusive of the garage, shall be not less than 800 square feet for a one-story residence nor less than 720 square feet for residences 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 15 feet from a side street line on a corner lot. No side yard will be required for a permitted detached, accessory building located more than 65 feet from the front property line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any encroachment upon adjoining land or upon any easement reserved for utilities.

4. LOT AREA.
No residence shall be erected on any lot or combined portions of lots having a width of less than 65 feet.

5. TEMPORARY STRUCTURES.
No structures of a temporary character, trailer, basement, tent, shack, shed, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence.

6. NUISANCES.
No noxious or offensive activities 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 the covenants are recorded, after which time said covenants shall have no force and effect.

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

9. INVALIDATION.
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 erected or placed upon any of said easements, except fences, which may be constructed along lot lines or property lines.

IN WITNESS WHEREOF the undersigned have affixed their hands and seals this 31st day of August, A.D. 1954.

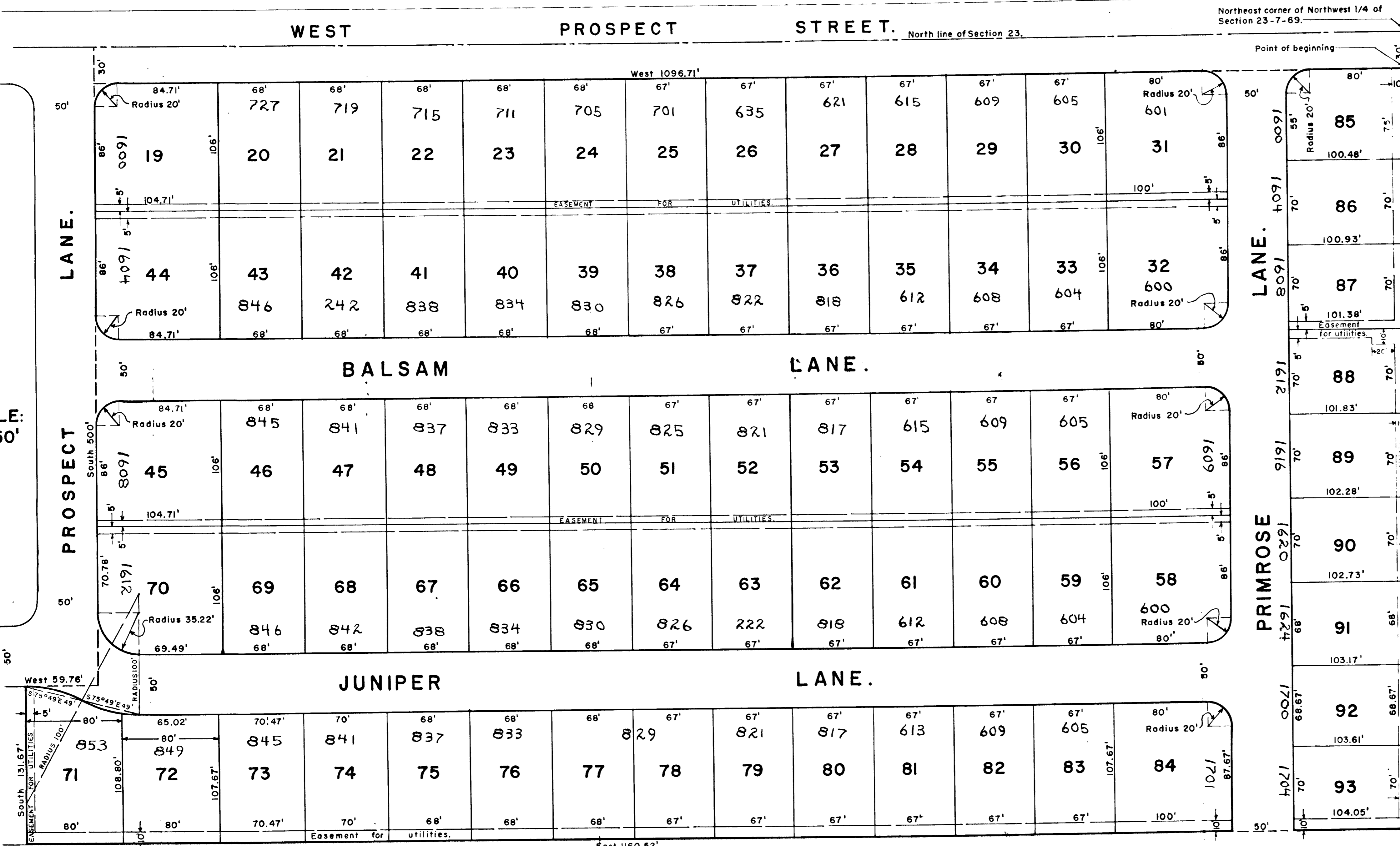
OLDS AND REDD CONSTRUCTION COMPANY,

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

STATE OF COLORADO)
COUNTY OF LARIMER) S.S.

The foregoing instrument was acknowledged before me this 31st day of August, A.D. 1954, by Ben Olds and B. G. Redd as sole partners of Olds and Redd Construction Company and Arthur C. Sheely.
My commission expires Sept 23, 1954.

Nellie Warfield
Notary Public.



KNOW ALL MEN BY THESE PRESENTS: That Arthur C. Sheely and Olds and Redd Construction Company, a co-partnership, composed of Ben Olds and B. G. Redd, being the owners of all of the following described land, to wit: Part of the Northeast one-quarter of the Northwest one-quarter of Section 23, Township 7 North, Range 69 West of the 6th Principal Meridian, Larimer County, Colorado, contained within boundary lines beginning at a point on the South line of West Prospect Street, from which point the Northeast corner of the Northwest one-quarter of said Section bears N 0° 22' W a distance of 30.00 feet, and running thence West 1069.71 feet; along the South line of West Prospect Street, thence South 500 feet, thence West 59.76 feet, thence South 131.67 feet, thence East 1160.52 feet, to the East line of the Northwest one-quarter of said Section 23, and thence N 0° 22' W 631.67 feet to the point of beginning; have caused the same to be surveyed and to be subdivided into lots, numbered 19 to 93, inclusive, as are laid out and designated on the above plat, which lots are subject to the terms and provisions of the Protective Covenants shown hereon, to be known as the Arthur C. Sheely Third Subdivision, and do hereby dedicate and convey to and for Public use, forever hereafter, the streets as laid out and designated on the above plat, and do also reserve perpetual easements, as laid out and designated on the above plat, for the purpose of constructing and maintaining utilities and irrigation facilities.

Witness our hands and seals this 31st day of August, A.D. 1954.

STATE OF COLORADO)
COUNTY OF LARIMER) S.S.
The foregoing instrument was acknowledged before me this 31st day of August, A.D. 1954, by Ben Olds and B. G. Redd as partners of Olds and Redd Construction Company and Arthur C. Sheely.
My commission expires Sept 23, 1954.

Nellie Warfield
Notary Public.

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

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 Third 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 31st day of August, A.D. 1954.

My commission expires Sept 23, 1954.
Nellie Warfield
Notary Public.