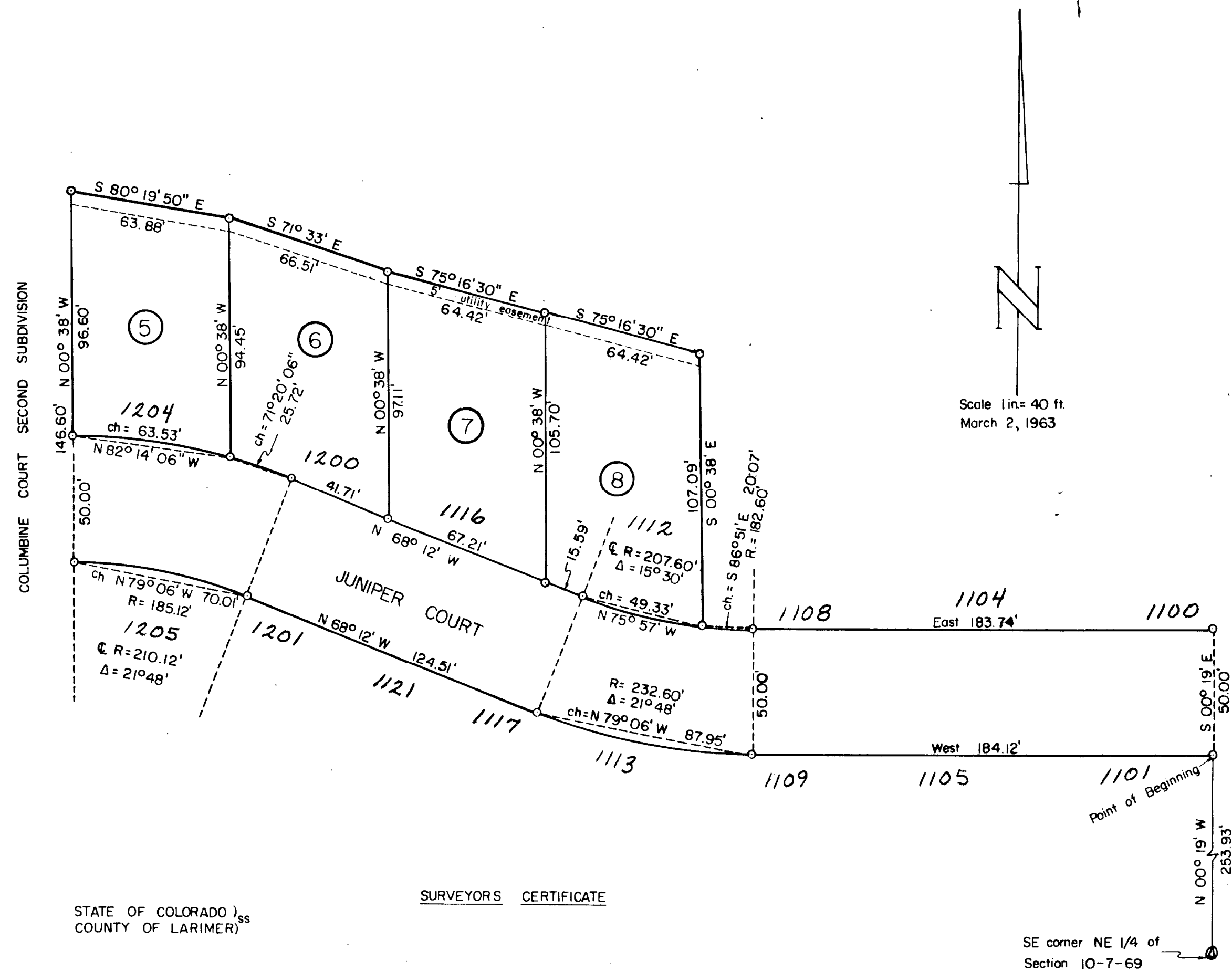


6-13 307

PLAT OF COLUMBINE COURT THIRD SUBDIVISION, SECOND FILING
BEING A RESUBDIVISION OF PARTS OF LOTS 1,2,3,4,5,10,15,8,16 OF BLOCK 2 OF
MOUNTAIN VIEW ADDITION TO THE CITY OF FORT COLLINS, COLORADO
LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 10, T.7N., R.69W.
OF THE 6th P.M.



STATE OF COLORADO)
COUNTY OF LARIMER)

SURVEYORS CERTIFICATE

Thorwald Harvey Sackett, being first duly sworn on his oath deposes and says that he is a Registered Land Surveyor under the laws of the State of Colorado, that the Plat of Columbine Court Subdivision, Second Filing was made by him, that such survey is accurately represented on said plat, that he has read the statements thereon and the same are true of his own knowledge.

STATE OF COLORADO)
COUNTY OF LARIMER)

Thorwald Harvey Sackett
Thorwald Harvey Sackett
Registered Land Surveyor

Subscribed and sworn before me on this 4th day of March, 1963.
My commission expires June 17, 1965

Elmer M. Kottel
Notary Public

Approved by the Planning and Zoning Board of the City of Fort Collins, Colorado, on the 5th day of March, 1963.

Cirgil M. Garganese
Secretary

Approved by the City Council of the City of Fort Collins, Colorado, on the 7th day of March, 1963

Melba M. Homan
City Clerk

DEDICATION

KNOW ALL MEN BY THESE PRESENTS; That the undersigned being all the owners of the following described tract of land; Beginning at a point which bears N 00° 19' W 253.93' feet from the Southeast corner of the Northeast 1/4 of Section 10, Township 7, North, Range 69 West of the 6th P.M., said point being the SE corner of Lot 10, Block 2 of the Mountain View Addition to the City of Fort Collins, Colorado as per recorded plat thereof; thence West 184.12 feet to the beginning of a curve to the right whose radius is 232.60 feet, to a point resultant from a chord which bears N 79° 06' W 87.95' feet; thence N 68° 12' W 124.51 feet to the beginning of a curve to the left whose radius is 185.12 feet, to a point resultant from a chord which bears N 79° 06' W 70.01 feet; thence N 00° 38' W 146.60 feet; thence S 80° 19' 50" E 63.88 feet; thence S 71° 33' E 66.51 feet; thence S 75° 16' 30" E 128.84 feet; thence S 00° 38' E 107.09 feet, to a point on a curve to the left whose radius is 182.60 feet, to a point resultant from a chord which bears S 86° 51' E 20.07 feet; thence East 183.74 feet to a point on the East Line of the Northeast 1/4 of said Section 10; thence along said East Line S 00° 19' E 50.00 feet to the point of beginning, have caused the same to be surveyed and subdivided into lots together with street and easement as show by the within plat, which lots are subject to the terms and provisions of the Protective Covenants shown hereon, to be known as COLUMBINE COURT SUBDIVISION, SECOND FILING, do hereby dedicate said street and easement to public use.

PROTECTIVE COVENANTS

- 1. No lot shall be used except for residential purposes, and no building shall be erected, altered, placed or permitted to remain on any lot, other than a one family dwelling, not to exceed two (2) stories in height and a private garage for not more than two (2) cars.
- 2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat have been approved by the Architectural Control Committee as to the quality of materials and workmanship, harmony of exterior design with existing structures, and location with respect to topography and finished grade elevations.
- 3. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of open porches and garages, is less than 800 square feet for a one-story dwelling, or less than 800 square feet, of ground floor area for a two-story dwelling.
- 4. No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 15 feet to a side street line or nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 75 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot 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 portion of a building on a lot to encroach upon another lot or an easement reserved for the construction and maintenance of utilities.
- 5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
- 6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any house trailer be permitted to remain on any lot.
- 7. No person shall be allowed to keep, breed, or raise chickens, turkey, horses, cows, cattle, sheep or domestic farm animals on any lot, or erect thereon any building designed to house the same. This restriction shall not prohibit any person from keeping cats, dogs or other household pets on any lot, provided they are not kept, bred or raised for commercial purpose.
- 8. The Architectural Control Committee is composed of the following persons; William J. Boehnke, Albert P. Fischer and all of Fort Collins, Colorado. 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 shall have full authority to designate a successor. Neither the members of the committee, or their designated representative shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the then owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers or duties.
- 9. The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event committee fails to approve or disapprove within 30 days after plans and specification have been submitted to it, or in 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 covenant shall be deemed to have been fully complied with.
- 10. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of 30 years from the date they are recorded, after which time they shall be automatically extended for successive periods of 10 years, unless an instrument signed by the then owners of a majority of the lots has been recorded, changing said covenants in whole or in part.
- 11. In the event that anyone shall violate any of these covenants, it shall be lawful for any owner of a lot to maintain an action in Law or Equity against the person or persons so violating these covenants to restrain such violation and enforce the covenants or to recover damages for the violation thereof.
- 12. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have affixed their hands and seals this 6th day of March, A.D. 1963.

William J. Boehnke *Ida R. Boehnke*
WILLIAM J. BOEHNKE IDA R. BOEHNKE

STATE OF COLORADO)
COUNTY OF LARIMER)

The foregoing instrument and protective Covenants were acknowledged before me on this 6th day of March A.D. 1963, by William J. Boehnke, Ida R. Boehnke

My commission expires September 4, 1963.
Barbara Heron
Notary Public

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