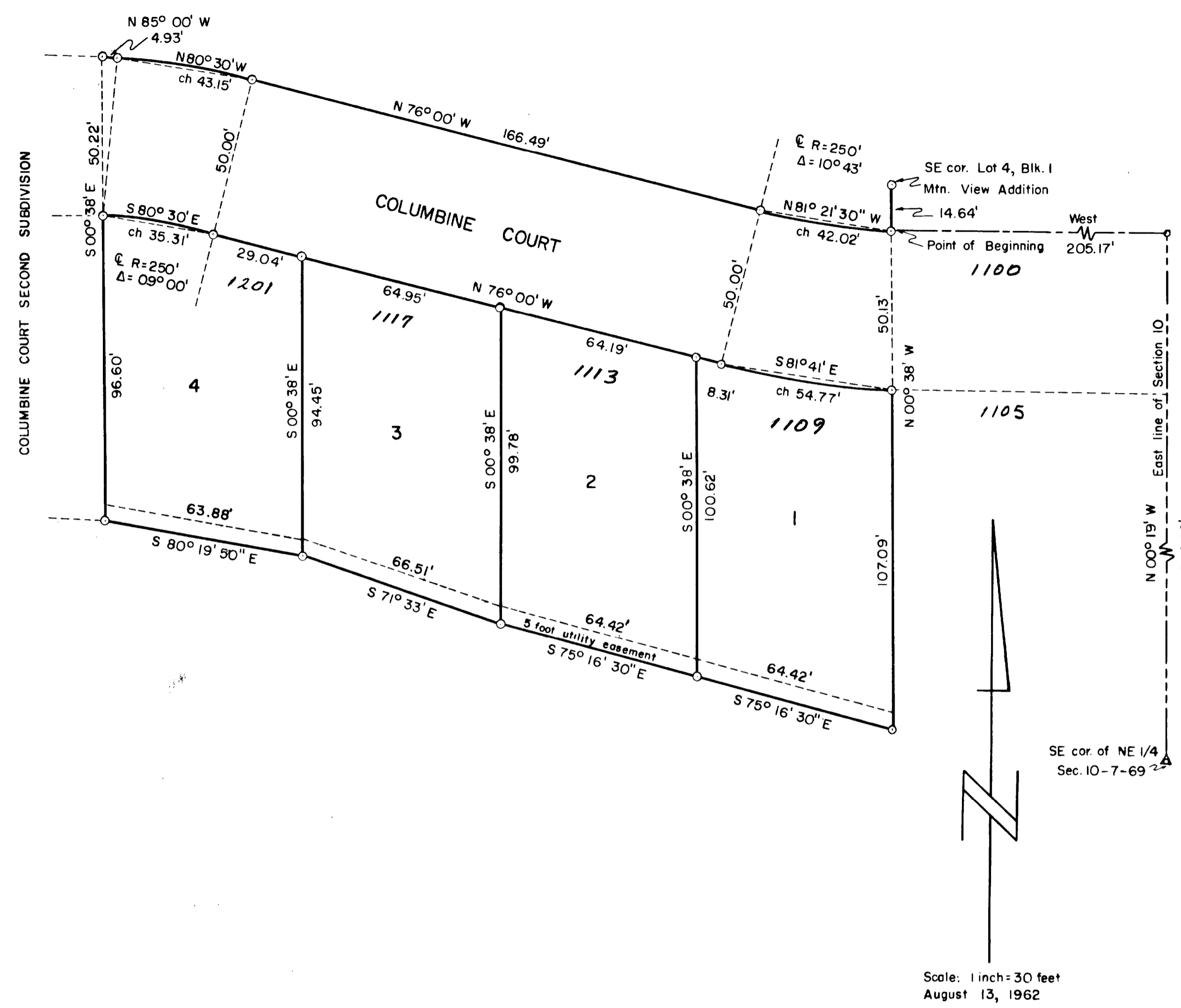


C-12 299



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

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owners of the following described land; Beginning at a point which bears N 00° 19' W 568.92 feet and again West 205.17 feet from the SE corner of the NE 1/4 of Section 10, T.7N., R.69W. of the 6th P.M. which bears S 00° 38' E 14.64 feet from the SE corner of lot 4, block 1 of Mountain View Addition to the City of Fort Collins as per recorded plat thereof; thence along a curve to the right whose radius is 225.00 feet, to a point resultant from a chord which bears N 81° 21' 30" W 42.02 feet; thence N 76° 00' W 166.49 feet to the beginning of a curve to the left whose radius is 275.00 feet, to a point resultant from a chord which bears N 80° 30' W 43.15 feet; thence N 85° 00' W 4.93 feet to a point on the West line of said Mountain View Addition; thence S 00° 38' E 146.82 feet along said West line; 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 N 00° 38' W 157.22 feet to the point of beginning; have caused the same to be surveyed and subdivided into lots together with street and easement as shown 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 THIRD SUBDIVISION, FIRST FILING; do hereby dedicate said street and easement to Public use.

PROTECTIVE COVENANTS

- 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 cars.
- No building be erected, placed or altered on any lot until the construction plans and specifications and a plot plan 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.
- 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.
- No building shall be located on any lot nearer than 30 feet to the front lot line, 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.
- 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.
- No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall 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.
- No person shall be allowed to keep, breed or raise chickens, turkeys, 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 any commercial purpose.
- 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.
- The committee's approval or disapproval, as required by, these covenants, shall be in writing. In the event the committee fails to approve or disapprove, within 30 days after plans and specifications 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.
- 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.
- 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 in 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.
- 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 27th day of August, A.D. 1962

William J. Boehnke Ida R. Boehnke Francis Leroy Toliver
 William J. Boehnke Ida R. Boehnke Francis Leroy Toliver

STATE OF COLORADO)
 COUNTY OF LARIMER)
 The foregoing instrument and Protective Covenants were acknowledged before me this 27th day of August, A.D. 1962, by
 William J. Boehnke, Ida R. Boehnke and Francis Leroy Toliver.
 My commission expires September 9, 1962

Arthur E. March 299
 Notary Public

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 survey and the plat of COLUMBINE COURT THIRD SUBDIVISION, FIRST FILING were 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.

Thorwald Harvey Sackett
 Registered Land Surveyor

Subscribed and sworn before me on this 22nd day of August, A.D. 1962.
 My commission expires June 7, 1965

Notary Public

APPROVED BY THE PLANNING AND ZONING BOARD
 OF THE CITY OF FORT COLLINS, COLORADO, ON THE 4th
 DAY OF APRIL, A.D. 1962.

Virginia J. Hume
 SECRETARY

APPROVED BY THE CITY COUNCIL OF THE CITY OF
 FORT COLLINS, COLORADO, ON THE 5th DAY OF APRIL,
 A.D. 1962

Melan J. Hume
 CITY CLERK