

DECLARATION OF PROTECTIVE COVENANTS FOR ASPEN KNOLLS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Taft Hill Development Corp., being the owner in fee simple of all lands in Aspen Knolls as shown on the official plat and described in the statement thereon, do hereby establish these Protective Covenants for the benefit and protection of said Aspen Knolls and of the undersigned and of each and every person hereinafter acquiring ownership of land therein.

1. **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes and no building shall be erected, altered, placed, or permitted on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for at least two cars, but no more than three cars, either attached or detached.
2. **DWELLING QUALITY AND SIZE:** All improvements shall be constructed of good and suitable material of first class workmanship. The plans of any structure placed on any lot shall be subject to approval by the Architectural Control Committee and the ground floor area of any single family residence exclusive of open porches and garages, shall not be less than 800 square feet.
3. **BUILDING LOCATION:** No building shall be located on any lot unless said location complies with the setback regulations of the City of Fort Collins, Colorado. For the purposes of this covenant, eaves, steps, open porches (not roofed) shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, shack, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
5. **EASEMENTS FOR UTILITIES:** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of drainage canals in the easements, or which may obstruct or retard the flow of water through drainage canals in the easements. The easement area in each lot and all improvements in it shall be maintained continuously by the owner of the lot, except improvements for which the public authority or utility company is responsible.
6. **NUISANCES:** No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. **SIGNS:** No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the real property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
8. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
9. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at a point 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within 10 feet from the intersection of a street property line which is at the edge of a driveway or alleyway pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient

height to prevent obstructions of such lines.

10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes and shall not be kept except in sanitary containers. All incinerators or other equipment for storage and/or disposal of such material shall be kept in a clean and sanitary condition.

11. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure which is designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. FENCES: No yard fence of any kind shall be located or extended nearer to the front lot line than a minimum front lot line setback as provided in section three hereof; and must be erected in accordance with the ordinances of the City of Fort Collins, Colorado, and shall be subject to the review and approval of the Architectural Control Committee. The fences shall be made of either masonry, rod-iron, or non-deteriorating wood, such as redwood or cedar, and of first class quality.

13. ARCHITECTURAL CONTROL: No buildings shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the proposed structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and the location with respect to topography, and finished grade elevation in existing setback lines.

14. MEMBERSHIP TO COMMITTEE: The Architectural Control Committee is composed of Marc Middel, John H. Middel and William R. Katzenmeyer, and the majority of the committee may designate a representative 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 to fill the vacancy. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services rendered under this covenant. At any time the then recorded 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 and duties.

15. PROCEDURE: The Architectural Control Committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty 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 covenants shall be deemed to have been fully complied with.

16. TERM: These covenants are to run with the land and shall be binding upon all persons claiming under them for a period of 25 years from date, at which time said covenants shall automatically be extended for successive periods of 10 years, unless by vote of a majority of the then owners of the lots, it is then agreed to change said covenants in whole or in part. Each owner shall be entitled to one vote for each lot owned.

17. SEPARABILITY: If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision or development to prosecute any proceedings at law or in equity against the person or persons violating any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

18. SEVERABILITY: Invalidation of any of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

MEMORANDUM

THIS MEMORANDUM is entered into this 5 day of March, 1979, between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation (the "City") and NORTRAN, LTD., a joint venture, and TAFT HILL DEVELOPMENT CORP., a Colorado corporation (the "Developers"), and evidences agreements of the parties relating to storm drainage requirements in connection with the subdivision of Village West Ninth Filing and Aspen Knolls subdivisions in the City.

1. The Developers have agreed to construct a storm detention pond in accordance with plans prepared by James A. Stewart & Associates, Consulting Engineers, which plans have been previously submitted to and approved by the City. Such detention pond shall be constructed upon a portion of Lot 10, Sonoran View Estates, described on Exhibit A attached hereto. The construction of the detention pond will include all facilities shown on the plans, including the inlet pipe crossing the New Mercer Canal and the bridge also crossing the canal.

2. The parties anticipate that construction of the detention pond will be completed by April 15, 1979 and that irrigation water will not be run in the New Mercer Canal until after that date. Developers shall use their best efforts to complete the detention pond by that date. In the

event it is not possible to complete such construction prior to the time irrigation water is run in the New Mercer Canal, Developers agree to complete construction of the detention pond and all allied facilities as soon as possible after the irrigation season for 1979 closes, and no further water will be run in the New Mercer Canal.

3. In the event the detention pond is not completely constructed and in operation prior to the time irrigation water is run in the New Mercer Canal, the Developers agree to construct a temporary detention pond in the northeast corner of the Aspen Knolls Subdivision in accordance with the City's design requirements. It is understood that this will be a temporary detention pond, and the City's requirements will be imposed with the temporary nature of the pond to be a consideration considered in determining the requirements. If the temporary detention pond is required, Developers agree to commence construction of the temporary detention pond immediately upon determining that the permanent detention pond will not be completed before irrigation water is run in the New Mercer Canal and to pursue such construction expeditiously and complete the temporary detention pond as soon as possible.

4. Developers understand that the City is concerned that it may have liability to third parties on account of storm runoff from the subdivisions prior to the time the

detention pond is completed. Although Developers contend that there will be no liability to the City on this account since the natural drainage from the subdivisions will continue to flow to the same point and across the same lands as it historically has flowed, the Developers do agree to indemnify the City and hold it harmless from any loss, claim or expense on account of any claim because of storm runoff without detention facilities prior to the time the detention facilities are constructed. The City agrees to notify Developers immediately upon receiving any such claim, and Developers shall have full right to contest, compromise, settle or otherwise adjust any such claim in the name of the City but at the expense of the Developers.

5. The City agrees to release building permits in the subdivisions prior to completion of the detention pond, it being understood that certificates of occupancy will not be granted in the subdivisions until either the permanent detention pond or a temporary detention pond is constructed and completed as provided herein. Building permits to be issued shall not exceed the following limitations:

<u>Subdivision</u>	<u>Maximum Number of Building Permits</u>
Village West Ninth Filing	<u>35</u>
Aspen Knolls Subdivision	<u>31</u>

DATED the 5th day of March, 1979.

THE CITY OF FORT COLLINS,
COLORADO

By *James Harrison*
Acting City Manager

ATTEST:

Granda H. Krajcek

NORTRAN, LTD., a Joint Venture

By BARTRAN HOMES, INC., member
of Joint Venture

By *Bernard L. Cain, Jr.*
Bernard L. Cain, Jr.,
Vice President

ATTEST:

[Signature]

TAFT HILL DEVELOPMENT CORP.,
a Colorado corporation

By *[Signature]*
John E. Middel, President
Marie Sec-Treas.

ATTEST:

Donna J. Schossow
Donna J. Schossow, Vice-President

EXHIBIT A

A portion of Lot 10, Sonoran View Estates situate in the Northwest 1/4 of Section 22, Township 7 North, Range 69 West of the Sixth P.M., Fort Collins, Colorado, which considering the East line of said Lot 10 as bearing N 00°23' W and with all bearings contained herein, relative thereto, is contained within the boundary lines which begin at the Southeast corner of said Lot 10 and run thence N 00°23' W 440.00 feet; thence West 100 feet; thence S 38°00' W 56.50 feet; thence S 26°30' W 51.00 feet; thence S 21°30' W 54.50 feet; thence S 10°00' W 90.00 feet; thence S 02°30' E 61.00 feet; thence S 17°15' E 82.00 feet; thence S 43°45' E 21.46 feet; thence S 15°37' W 56.59 feet to the South line of said Lot 10; thence S 89°35' E 169.51 feet along the South line of said Lot 10 to the point of beginning, containing 1.7067 acres, more or less.