

LANDSCAPE COVENANTS
FOR
524 West Laurel P.U.D.
Situate in the
City of Fort Collins, County of Larimer
State of Colorado

Reid L. Rosenthal, fee owner of 524 West Laurel
P.U.D. located in the City of Fort Collins, County of Larimer, State of Colorado, does hereby make the following declarations as limitations, restrictions and uses to which the said tract may be put, and hereby specifies that these declarations shall constitute covenants to run with all of the above described land, provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners of all or part of said tract, this declaration being signed for the purpose of guaranteeing that said tract will be landscaped initially and kept in desirable condition in the future as herein specified.

The landscape improvements as described in the landscape plan submitted to the City of Fort Collins and on record therewith shall be made and installed in the manner as described in said plan unless amended pursuant to the approval of the City of Fort Collins. With the exception of lands necessary for construction, the owner shall cause the property within said P.U.D. to be developed according to the landscape plan submitted to and approved by the City of Fort Collins. It is further understood and agreed that the owner of said property, or its assigns or successors in interest, shall be responsible for the maintenance and care (including necessary replacement of dead trees or shrubs) of all "planted and landscaped" areas within said P.U.D. Should the owner fail in any respect to comply with the terms of this Agreement, the City of Fort Collins upon notifying said owner in writing of the matters in regards to which default is asserted and should the owner fail either to cure said default within thirty (30) days after receipt of such notice or to commence within twenty (20) days to rectify such default and continue thereafter to use due diligence to rectify such default until it is fully rectified or cured, then the City of Fort Collins shall have the right to enter upon said property and perform the work necessary to replace said improvements or maintain the same and the owner shall pay or cause to be paid to the City of Fort Collins such reasonable sums necessary to reimburse said City of Fort Collins for the labor and material expended to complete or maintain said improvements which payment shall be made within ten (10) days after receipt of billing. If said billing is not paid, then the City of Fort Collins pursuant to the authority granted by these covenants, shall have a lien on the above described property and improvements thereto. Said lien to be exercisable by filing a notice of said lien

against said property and improvements thereto; provided, however, that the City of Fort Collins shall not have a lien against any single-family lots and improvements thereto within the 524 West Laurel P.U.D. The City of Fort Collins shall be entitled to all rights of foreclosure or other remedies existing pursuant to Colorado law for enforcement of liens against real property and may also, at its discretion, without waiving any other rights it may have pursuant to law, proceed directly with legal action against the owner, its assigns or successors in interest, to collect payment of the reasonable amounts so expended pursuant to the terms hereof.

The undersigned, its successors and assigns, hereby expressly reserve the right, with the consent of the City of Fort Collins, Colorado, to amend or restate these Landscape Covenants, by including the provisions contained herein within the Protective Covenants for the real property platted as "The 524 West Laurel P.U.D." which real property shall include the property subject to these Landscape Covenants.

DATED this 20th day of July, 1982.

Owner

By

Title

ATTEST:

Stephen A. Dudley
Secretary

STATE OF COLORADO)
)ss
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 20th day of July, 1982, by Reid L. Rosenthal as President and Stephen A. Dudley as Secretary of Coprey, Inc.

My Commission expires:

Witness my hand and official seal.

My Commission Expires March 2, 1983
1113 Stoney Hill Drive, Ft. Collins, CO 80525

Martha A. Pilgrum
Notary Public

524 West Laurel P.U.D.
FORT COLLINS, COLORADO
OPEN SPACE MAINTENANCE COVENANT

The undersigned, owners of 524 West Laurel P.U.D., Fort Collins, Colorado, hereby covenants with the City of Fort Collins, Colorado, that in consideration of the approval of the plat of 524 West Laurel P.U.D., the undersigned agrees to maintain all landscaping, parking areas, sidewalks and all other open spaces as shown on the plat of 524 West Laurel P.U.D. and to keep said open spaces clean and in good repair.

In the event of the failure of the undersigned, or its assigns, to keep said open space clean and in good repair, the City of Fort Collins, upon 24 hours notice to the undersigned or its assigns, may proceed to clean, repair or maintain said open space, and any cost expended by the City of Fort Collins for such work shall be an obligation of the undersigned or its assigns. Upon failure to pay for such work, the City of Fort Collins may file a lien against said property, obtain a judgment against the undersigned or its assigns, and foreclose said lien.

This shall be a covenant running with the land, and shall be binding upon the undersigned and its assigns.

Dated this 20th day of July, 1982.

Developer

By

Title

ATTEST:

[Signature]
Secretary

STATE OF COLORADO)

COUNTY OF LARIMER)

ss

The above instrument was acknowledged before me this 20th day of July, 1982, by Reid L. Rosenthal, as President, and Stephen A. Dudley as Secretary, of Open, Inc.

Witness my hand and official seal.

My Commission expires:

My Commission Expires March 2, 1985
1113 Stoney Hill Drive, Ft. Collins, CO 80525

[Signature]
Notary Public