

1 July 1968

PROTECTIVE COVENANTS FOR CEDAR SPRINGS ESTATES

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Cedar Springs Development Co., a Colorado Corporation, being the owner of all the land situate in:

Cedar Springs Estates Filing No. 3 and Cedar Springs Estates Filing No. 4, all situate in Township 6 North, Range 71 West of the Sixth P.M., County of Larimer and State of Colorado,

being the subdivider thereof and the subdivision named Cedar Springs Estates, does hereby enter into, make and establish the following Protective Covenants for and applicable to that certain Cedar Springs Estates, the said subdivision, and for and applicable to all blocks, lots, building plots, and parcels of land situate in the said subdivision, to-wit:

Architectural Control. No building shall be erected, placed or altered on any building site until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and type of materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade elevations.

Should the Architectural Control Committee or its successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the owner of a tract or tracts within the subdivision within thirty (30) days after written request therefore, then such approval shall not be required, provided, however, that no building or other structure shall be erected or be allowed to remain on any tract which violates any of the covenants or restrictions herein contained. The issuance of a building permit or license, which may be in contravention of these protective covenants, shall not prevent the Architectural Control Committee from enforcing these provisions.

At the time said plans and specifications receive approval, the prospective builder shall proceed diligently with said building, and the same shall be completed within a maximum period of nine months time from the date of commencement excepting however, that this period may be enlarged by an additional three month period if said extension is made necessary by reason of inclement weather, inability to obtain material, strikes, acts of God, etc.

Architectural Control Committee: Membership. The architectural control committee is composed of William K. Gobble, William E. Kling, John A. Smith, Lee E. Stubblefield, and Robert C. Wilson.

A majority of the committee may designate a representative to act for it. In the event of 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, nor its designated representative shall be entitled to any compensation for services performed pursuant to 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, to increase or decrease its number, or to withdraw from the committee or restore to it any of its power and duties.

Dwelling Size: The dwelling house shall occupy a floor area of actually and fully enclosed building of not less than 500 square feet. In computing such minimum areas, the area of open porches and carports, and garages shall not be included.

Building Location. No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any building site nearer than 50 feet of the front lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 25 feet to an interior building site line. No building shall be located on any interior lot nearer than 50 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 building site to encroach upon another building site.

Resubdividing: No further subdivision or resubdivision of any tract or combination of tracts as shown on the plat shall be permitted except upon prior approval of the Architectural Control Committee.

Easements: An easement eight (8) feet in width along all lotlines on all lots and tracts is reserved for installation and maintenance of utilities. No shrubbery, trees or plantings shall be placed on said easement. No buildings, fences or structures of any kind shall be built over or across said easements, but such easements shall remain open and readily accessible for service and maintenance of utility and drainage facilities.

Temporary Residences: No structure of temporary character, trailer, basement, tent or accessory building shall be used on any tract as a residence, temporarily or permanently, and no used structure of any sort shall be moved onto any lot, except that a trailer may be occupied for a period not to exceed twelve (12) months while a permanent residence is being constructed.

Water: All water wells and sewage disposal systems placed upon any lot shall comply with the requirements of the State of Colorado Health Department and the Health Department of Larimer County, Colorado. Any residence constructed on any lot shall be connected with any public or community water or sewage disposal system which may be formed or created to serve the subdivision so long as such public system is in existence and makes service available to the lot on which construction is to commence on or before the date construction is commenced.

Clearing of Trees: Approval shall be obtained from the Architectural Control Committee to cut down, clear, or kill any trees on any tract. Further, each and every grantee agrees that all the trees cleared by him will be disposed of in such a way that all tracts, whether vacant or occupied by dwellings, shall be kept free of accumulations of brush, trash or other materials which may constitute a fire hazard or renders a tract unsightly provided, however, that this shall not operate or restrict grantees from storing fireplace wood in neat stacks on their tracts.

Private Automobiles: No inoperative private automobiles shall be placed and remain on any lot for more than 48 hours unless stored or parked in a garage or carport.

Nuisance. Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities shall be carried on upon any tract. No commercial business or trade shall be carried on upon any tract except, the parcels of land known as Lots 3, 4, 5, and 6, Block No. 5, Cedar Springs Estates, Filing No. 3, may be used for selected commercial businesses only after approval, on a case-by-case basis, by the Architectural Control Committee, and except, that professional offices such as that of a lawyer, doctor, dentist, or engineer may be maintained within the main dwelling upon specific approval by the Subdivider in each case.

Refuse and Rubbish: Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary manner. No tract or easement shall be used or maintained as a dumping ground for rubbish. All containers or other refuse shall be kept in a clean, sanitary condition. Burning of trash will be permitted only in containers designed for this purpose.

Signs: No sign of any character shall be displayed or placed upon any of the premises or tracts in said Subdivision except one professional sign of not more than one square foot in area per side advertising the property for sale, house numbers, occupant's name, or signs used by a builder approved in writing by the Subdivider to advertise the property during the construction and sales period. All signs are subject to the approval of the Architectural Control Committee.

Roads: All roads within the subdivision shall be considered and used as private roads for the private use of the owners of the tracts comprising the subdivision and for the use of the U. S. Government, its subdivisions, departments and agencies, and such roads are not dedicated public roads. The maintenance of

the said private roads shall be the responsibility of the owners of the tracts comprising the subdivision and each of said owners shall be liable for prorata charges for road maintenance, which amount shall not exceed the estimated annual charges required for annual maintenance not to exceed \$ per year for each two acre area owned within the subdivision for the first ten years from the date of the recording of this instrument; thereafter the charge shall be in such an amount as shall be fixed each year by the Cedar Park Road Maintenance Corporation in which the owner of each tract shall, during the period of ownership, automatically be a voting member.

Duration of Restrictions: The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude upon and in the lands conveyed by Cedar Springs Development Co., running with the land and shall remain in full force and effect for twenty-five (25) years from the date hereof, at which time they shall automatically extend for successive periods of ten (10) years each unless by a vote of the majority of the then owners of the residential tracts of this subdivision, it is agreed to change them in whole or in part.

Enforcement. In the event of a breach of any of the foregoing covenants or conditions on behalf of any of the grantees, their heirs or assigns, it shall be lawful for the grantors as well as the owner or owners of any lot or lots in the area to institute, maintain and prosecute any proceedings at law, or in equity against the person or persons violating or attempting to violate any of the covenants or restrictions contained herein for injunctive relief, and specific performance thereof, or to recover damages for the violation thereof.

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

IN WITNESS WHEREOF, the said party of the first part has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

SEAL

CEDAR SPRINGS DEVELOPMENT CO.

CEDAR SPRINGS IMPROVEMENT ASSOCIATION
P.O. BOX # 8
DRAKE, COLORADO 80515-0008

“Amendment to The Protective Covenants for Cedar Springs Estates, Filings No. 3, 3-1A and 4 that were recorded on August 30th 1968, in the office of the Clerk and Recorder of Larimer County, at Book 1392, Pages 550 through 553”

As approved by a majority of the property owners in Cedar Springs Estates Filings 3, 3-1A and 4 the following Amendment is now made a part of the original filed Protective Covenants for Cedar Springs filings 3, 3-1A and 4:

“An association to be known as Cedar Springs Improvement Association (CSIA) is established effective with the filing Date of this Amendment and (The CSIA) shall act as a homeowners association entitled to enforce the covenants, maintain, preserve and repair the roads and recreational facilities and to collect assessments. The Articles of Incorporation of this Association shall specify, among the purposes and duties of such Corporation, the enforcement of all the restrictions, covenant and conditions contained in the Protective Covenants for Cedar Springs Estates (PCCSE) and to maintain, preserve and improve all roads and recreational facilities within the subdivision known as Cedar Springs Estates (CSE), so far as it may lawfully act to do so, and the transaction of such other business as may be permitted by law. Property owners agree to pay to such corporation, dues or assessments for such purposes, the amounts of which may be fixed by the CSIA by lawful act of its Board of Directors.

It is understood and agreed that the Articles of Incorporation and By-Laws of such association (CSIA) shall provide that each purchaser or owner of a lot in the subdivision shall be entitled to one vote at all elections and on all other matters that come before a meeting of the members, subject to the provision that if any member of such corporation shall be the purchaser or owner of more than one lot in the subdivision he/she shall be entitled to as many votes as the number of lots purchased or owned by him/her. Property Owners shall be entitled to, and obligated to accept, membership in such association (CSIA) and shall have the benefit and bear the burdens of such membership with respect to unsold lots in the CSE subdivision.

The Association (CSIA) shall further have the following powers and duties, which it may exercise and perform, whenever in its discretion it may deem necessary or desirable:

1. To enforce, either in its own name or in the name of any owner within the CSE subdivision, any or all building and land use restrictions that exist as of the date of this declaration of Amendment or which may be lawfully imposed on or against any of the property in the CSE Subdivision, The expenses and costs of any enforcement proceedings, including reasonable attorney's fees, shall, be paid out of the assessments levied by the association. Nothing in this paragraph shall be deemed or construed to prevent any owner from enforcing in his or her own names any of the restrictions of the PCCSE.

2. To manage and control all common areas and improvements located thereon in the CSE subdivision provided that such management and control shall, at all times, be subject to the laws, regulations, ordinances, and the like of any city, township, county and state in which the land is located. To provide for the maintenance, preservation and improvement of all roads within the CSE Subdivision as well as the access road to the CSE subdivision,

3. To levy and collect the assessments which are provided for in this declaration.

IT IS FURTHER AGREED:

That all costs incurred by the CSIA in connection with the enforcement of the covenants and collection of the assessments, including reasonable attorney's fees, shall be reimbursed to the association by the property owner of the lot(s) which is (are) not in compliance with the covenants (PCCSE) or has failed to pay an assessment. Assessments chargeable to any lot(s) shall constitute a Lien on such lot(s).

NOW THEREFORE, the undersigned President of Cedar Springs Improvement Association and lot owner does hereby declare this Amendment to the Protective Covenants for Cedar Springs Estates.

IN WITNESS WHEREOF, the President has here unto set his hand and seal this 14th day December, 1998.

CEDAR SPRINGS IMPROVEMENT ASSOCIATION

James Egan, President