

Recorded APR 15 1965 at 9:16 o'clock A.M.  
Reception No. 889005 James P. Thompson BOOK 1287 PAGE 197

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Fish Creek Park, Inc., a Colorado corporation, being the owner of the following property:

Lots One (1) to Forty-one (41), both inclusive, Block One (1);  
Lots One (1) to Nine (9), both inclusive, Block Two (2);  
Lots One (1) to Seven (7), both inclusive, Block Three (3); and  
Lots One (1) to Five (5), both inclusive, Block Four (4),  
Carriage Hills Subdivision, First Filing, Larimer County,  
Colorado, according to the recorded map or plat thereof,

does hereby make the following declarations as to the limitations, conditions and restrictions affecting the above described property and the uses thereof to which said tracts may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land and shall accrue to and be binding upon all future owners of said tracts, for the purpose of insuring the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practical the natural beauty of such property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable material; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites, and in general to provide adequately for a high type and quality of improvement in said property.

1. The lots shall be for residential use only, except incidental use for a business or professional office by an occupant of the residence. No lot shall be smaller than one acre in size. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, and auxiliary buildings or structures usual to a

residence, provided, however, that permission is granted for the erection, placement and alteration of outbuildings for horses. Any building must be completed within six (6) months from date of commencement of construction.

2. The ground floor area of a single-family dwelling shall be not less than 632 square feet. "Boxed" or "Sheet Metal" construction shall be covered over on the outside walls with siding, brick or other equivalent materials. No "used" house may be moved onto any site.

3. No structure of a temporary character, trailer, tent, basement, shack or outbuilding shall be used on any lot at any time as a residence, temporarily or permanently.

4. (a) No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structures have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

(b) The architectural control committee is composed of W. C. SCOTT, STEPHEN SIGMAN of Denver, Colorado, and LEONA L. TIDD of Estes Park, Colorado. 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 record 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 restore to it any of its powers or duties.

(c) The committee's approval or disapproval as required in these

covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (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 covenants shall be deemed to have been fully complied with.

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 nuisance to the neighborhood.

6. No construction shall be commenced until sanitary facilities have been approved by Larimer County Health Authorities. Sanitary facilities shall be within the dwelling houses except for outflow lines and leaching fields. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators and other equipment shall be kept in a sanitary condition.

7. No driveway or access road shall be constructed or used unless an approved culvert of a minimum size of twelve (12) inches shall first be installed by the owners of the lot, at their expense, unless said driveway or access road is below the level of the public road surface.

8. No animals, livestock or poultry shall be kept on any lot, except that dogs, cats and other household pets, and not more than two (2) horses per acre, if confined thereto by fence or other restraint may be kept thereon, provided that they are not kept, bred or maintained for commercial purposes.

9. No lot may be used for the storage of property in the open except during the construction period, but not to exceed six (6) months in any event.

10. No sign 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 property for sale or

rent, or signs used by a builder to advertise the property during the construction and sale period.

11. Nothing in these covenants shall prevent the Subdivider or its agents from erecting or displaying signs on any lots.

12. These covenants shall run with the land and shall bind all parties and persons claiming under them until December 31, 1975, after which time they shall continue in force and effect until a majority of the lot owners shall vote to change such covenants in whole or in part. Invalidation of any one of these restrictions and limitations by Judgment or Court Decree shall not alter the remaining covenants which shall remain in full force and effect.

Dated at Denver, Colorado, this 6<sup>th</sup> day of April, 1965.



FISH CREEK PARK, INC.

By: [Signature]  
Stephen N. Sigman, President

ATTEST:

[Signature]  
Melvin Dinner, Secretary

STATE OF COLORADO                   )  
   ) SS  
CITY AND COUNTY OF DENVER     )

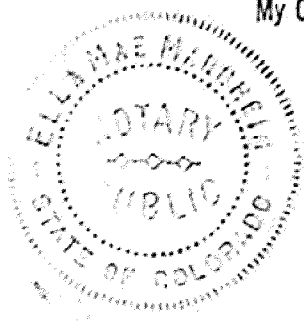
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of April, 1965, by Stephen N. Sigman, as President, and Melvin Dinner, as Secretary, of Fish Creek Park, Inc., a Colorado corporation.

WITNESS My hand and official seal.

My commission expires:

My Commission expires October 17, 1966

[Signature]  
Notary Public



1835500 10

0000