Reception # 231382
 January 16, 1978

DECLARATION OF PROTECTIVE COVENANTS

OF

LEHALA ESTATES BEING A SUBDIVISION OF
TRACT 5, OF THE SECOND REPLAT OF CHERRY
PARK SUBDIVISION LOCATED IN THE NE ¼
OF THE SECTION 35, TOWNSHIP 5 NORTH, RANGE
69 WEST, 6TH P.M., COUNTY OF LARIMER,
STATE OF COLORADO.

The undersigned, being the owners of:

Lots 1 through 3, inclusive, Block 1;
 Lots 1 through 10, inclusive, Block 2;
 Lots 1 through 25, inclusive, Block 3;
 Lots 1 through 12, inclusive, Block 4; and
 Lots 1 through 19, and outlot A inclusive, Block 5,

do hereby make this Declaration of Protective Covenants with reference to the use of land and construction of improvements on said Lots. These Covenants shall be Covenants running with the land as herinabove described.

PART A. RESIDENTIAL AREA COVENANTS

A-1. LAND USE OF BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars. The maximum height of any structure is not to exceed 23 feet as measured from point of 1 foot. This is determined by starting at the top of the curb at the center of the lot and one foot above the curb to begin the two-story. The minimum ground floor elevation of the ranch-style dwelling shall be 18 inches above the curb line, on a bi-level or tri-level dwelling the minimum elevation of the garage floor must be 18 inches above the curb line.

A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot 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 materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part B.

A-3. DWELLING QUALITY AND SIZE. No single family dwelling with a finished living area of less than 1,000 square feet shall be permitted on any lot. The square footage of finished living area shall be calculated by the exterior measurement of living area only, excluding garage and open spaces. A dwelling must include as a part thereof, a private garage, and if a private garage is not included, then a separate structure is to have identical architectural design and proportionate exterior design and proportionate appearance as a family dwelling.

A-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line, rear lot line or side lot line than as provided for in the Larimer County Comprehensive Zoning Resolution for a R-2 Residential District as applicable on the date these covenants are recorded. For purposes of the covenant, eaves, steps, chimneys, and open porches shall not be considered as a 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.

A-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line. No dwelling shall be erected or placed on any lot having an area of less than 7,500 square feet.

A-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over an eight foot wide strip along each rear lot line and over the front six feet of each lot. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lots, except for those improvements for which a public authority or utility company is responsible.

A-7. PROHIBITION AGAINST RESUBDIVISION. There shall be no resubdivision of any lot or group of lots into a greater number of lots than originally subdivided.

A-8. TIME FOR CONSTRUCTION. The construction of a family residence dwelling, together with other permissible buildings set forth in these Protective Covenants, shall be fully completed within twelve (12) months after the date of commencement of their construction.

A-9. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-10. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

A-11. SIGNS. 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 sales period.

A-12. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

A-13. LIVESTOCK AND POULTRY. No animal, livestock or poultry of any kind shall be raised, bred or kept 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.

A-14. SIGHT DISTANCE AT INTERSECTIONS. No fence, shrub, hedge, wall or planting which obstructs sight lines at elevations between 2 and 6 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 a line connecting them at points 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 line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of the intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

A-15. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

PART B. ARCHITECTURAL CONTROL COMMITTEE.

B-1. MEMBERSHIP. The architectural control committee is composed of:

 Leroy P. Gabriel
 2205 Ponderosa
 Loveland, Colorado 80537

Larry A. Heckel

1429 East 19 Street

Loveland, Colorado 80537

Harry J. Meyers

3012 Duffield Avenue

Loveland, Colorado 80537

A majority of the committee may designate a representation 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 or the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to the covenant. At any time, following five years after the date these covenants are recorded, 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 and duties.

B-2. PROCEDURE. 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 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.

PART C. SUBDIVISION MAINTENANCE.

C-1. ROAD MAINTENANCE. Each lot in the Lehala Subdivision shall pay a 1/69 of the yearly cost for maintenance and repair of the streets within said Subdivision, and each lot shall be subject to a lienable claim for said payment, until such time as the County of Larimer or other governmental entity assumes responsibility for maintenance and repair of streets within said Subdivision. Maintenance shall not include snow removal on the streets within the Subdivision.

C-2. DRAINAGE FACILITY. Each lot in the Lehala Subdivision shall pay a 1/69 of the yearly cost for maintenance and repair and up-keep of all drainage facilities located within said Subdivision including outlot A of Block 5 as may be required by the County and as set forth on the plat of said Subdivision. Each lot shall be subject to a lienable claim until such time as the County of Larimer or other governmental entity assumes responsibility for maintenance and repair of said facilities.

C-3. ASSESSMENT. An assessment shall be made for each lot within the Subdivision irrespective of whether or not said lot shall be improved. The owner of the lot shall be obligated to contribute its pro-rata share for the yearly cost for maintenance and repair as heretofore provided. The assessment shall be made at an annual meeting of the owners of the Subdivision and shall be due and payable within sixty (60) days of receipt in writing from the Secretary-Treasurer of the incorporated or unincorporated Association of owners of the Subdivision, mailed to the last known mailing address of the lot owner as shown on the Larimer County Assessor’s records. In the event the assessment is not paid when due then a lien may be filed against said property by the owners of the Subdivision acting through their Association and may be collected as any other lien by judicial process. The lot owners shall be obligated for payment of all interest at the legal rate, including court costs and attorney fees incident to the collection of the lien and herein provided.

C-4. ADMINISTRATION. The annual meeting of the owners of the properties located within Lehala Subdivision shall take place on the last Saturday of September each year upon notice having been sent to the lot owners by representative of the Architectural Committee. The owners shall have the right to act either as an unincorporated Association or as an incorporated Association and shall elect annually at the meeting a President, Vice-President and Secretary-Treasurer who shall serve for one year without compensation. It shall be deemed a quorum for any such meeting in the event 10 or more lot owners represent separate entities or persons shall be in attendance at any annual meeting. In the event of a Special Meeting a quorum of 50% of the owners shall be required. Each owner of a lot shall be entitled to one vote for each lot or living unit in which he holds the record interest. Action shall be taken by a majority vote. The Secretary-Treasurer shall establish a bank account with a federally or state chartered bank and shall hold all monies in said bank account in trust for all lot owners for the purposes herein provided. The owners may employ such legal, accounting, or professional services as they may deem appropriate and may pay for the same out of annual assessments.

C-5. DURATION. The covenants contained in Part C hereof are not subject to change by vote of the owners or amendment by said lot owners of any lots and shall automatically be extended. In the event the owners who are responsible for maintenance fail to maintain the roads, streets and drainage facilities, the county may proceed as provided in Section 3-4 (5) G of the Subdivision Regulations of the County of Larimer, State of Colorado.

PART D. GENERAL PROVISIONS

D-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years. These covenants may be amended at any time by an instrument in writing signed by a majority of the then owners of the lots being duly recorded, agreeing to change said covenants, in whole or in part.

D-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3. SEVERABILITY. Invalidation of any one 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.