

RCPT# # 87015210 03/18/87 11:02:12 # OF PAGES - 2 FEE - \$6.00
M RODENBURGER, RECORDER - LARIMER COUNTY, CO STATE DOC FEE \$.00

SITE AND LANDSCAPE COVENANTS
FOR

Situate in the P.U.D.
City of Fort Collins, County of Larimer,
State of Colorado

The undersigned, fee owner of OakRidge Village PUD
Second Filing P.U.D. (The
Property) 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 Property may be put, and hereby
specifies that these declarations shall constitute covenants to run with
all of the Property 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 the Property, this declaration being signed for
the purpose of guaranteeing that the Property will be developed and
landscaped initially and kept in desirable condition in the future as
herein specified. "Owner" shall include the signator to this document and
all successors or assigns of said signator.

The landscape improvements, parking areas, sidewalks, open spaces and
site amenities including, without limitation, energy generation or
conservation amenities, as described in the site and landscape plans
submitted to the City of Fort Collins and on record therewith shall be made
and installed in the manner as described in said plans 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 to be
developed according to the site and landscape plan submitted to and
approved by the City of Fort Collins. It is further understood and agreed
that the owner of the Property, or its assigns or successors in interest,
shall be responsible for the maintenance and care (including necessary
replacement of dead grasses, plants, trees or shrubs) of all "planted and
landscaped" areas and other amenities within said P.U.D. together with all
parking, sidewalks and open space areas and all areas otherwise utilized
for buffering energy conservation or other site amenity. 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 regard
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 until it is fully rectified
or cured, then the City of Fort Collins shall have the right (1) to obtain,
in the district Court of Larimer County, Colorado, a mandatory injunction
requiring rectification of the default, or (2) 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 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. The
sum due and unpaid shall accrue interest at the statutory rate for
judgements from the date that such sum is due. 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

Fort Collins City of

15

10/27

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 property, if applicable. 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 Covenants, by including the provisions contained herein within the Protective Covenants for the real property platted as "The OakRidge Village 2nd Filing U.D." which real property shall include the property subject to these Covenants.

DATED this 23rd day of January, 1987.

Owner Everitt Enterprises Limited Partnership No.1
BY: Everitt Enterprises, Inc., Managing Partner

By Gerald R. Haxton
Title President

ATTEST:

Tracy Hozie
Secretary Assistant Vice-President

STATE OF COLORADO)
)ss
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 23rd day of January, 1987, by Gerald R. Haxton as President and Tracy Hozie as ~~XXXXXXXXXXXX~~ Assistant Vice-President of Everitt Enterprises, Inc., Managing Partner of Everitt Enterprises Limited Partnership No.

My Commission expires: 8-13-88

Witness my hand and official seal.

Beverly J. Mast
Notary Public 4000 South College Avenue,
Fort Collins, Colorado

