

COLONY RIDGE SUBDIVISION BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS

THIS COVENANTS AMENDS AND OBSOLETE COVENANTS RECORDED IN LARIMER COUNTY, COLORADO ON 02/26/86 AT 10:38:18 ON RCPT #86009808 ALSO AMENDS AND OBSOLETE COVENANTS RECORDED IN COUNTY RECORDER'S OFFICE IN LARIMER COUNTY, COLORADO BOOK 2119, PAGE 766, JUNE 12, 1981 AT 11:55 AM, MST. THIS COVENANT ALSO OBSOLETE ANY OTHER COVENANTS RELATING TO THE COLONY RIDGE SUBDIVISION PROPERTIES LISTED BELOW, THAT MAY HAVE BEEN FILED WITH LARIMER COUNTY, COLORADO THAT IS NOT NAMED IN THIS AMENDMENT. THIS COVENANTS APPLIES TO THE FOLLOWING LISTED PROPERTIES.

A part of NE ¼ of section 3
Township 4 north, range 69 west of the 6th P.M.,
Larimer County, Colorado.

Lots 1 through 5, block 1;
Lots 1 through 24, block 2;
Lots 1 through 18, block 3;
Lots 1 through 15, block 4;
Lots 1 through 28, block 5;
Lots 1 through 11, block 6;
Lots 1 through 5, block 7; and
Lots 1 through 18, block 8,

COLONY RIDGE SUBDIVISION, LARIMER COUNTY, COLORADO

NOW THEREFORE, Colony Ridge Owners' Association hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

DEFINITIONS

“ASSOCIATION” Shall mean and refer to Colony Ridge Owners' Association, its successors and assigns.

“OWNER” Shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

“PROPERTIES” Shall mean and refer to that certain real property hereinbefore described and such additions thereto as may here-after be brought within the jurisdiction of the Association.

“LOT” Shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

MEMBERSHIP AND VOTING RIGHTS

- A. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Owner of each Lot shall be entitled to one vote. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

ASSOCIATION ASSESSMENTS

- A. The Association shall adopt and present at the Annual meeting of the Association a proposed budget. Each of the individual lots in the Colony Ridge subdivision shall pay an equal share of the yearly cost of the expenses as reflected in the budget adopted at the annual meeting of the Association. If the assessment is not paid when due then the Association shall have the power to cause a lien to be filed against the subject's property to be collected by proper process of law.
1. LAND USE AND BUILDING TYPE. No lots 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 private garage for not more than three cars. Garage may be attached to house or separate from house, and have a minimum of a two-car garage.
 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 structures have been approved by the Architectural Control Committee as to 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 paragraph 4.
 3. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee ("Committee") shall be composed of owners elected by a majority of the Colony Ridge Owners' Association ("Association") in attendance at the annual meeting of the Association and shall serve until their successors are elected at the annual regular meeting of the Association or at a special meeting duly called for such purpose. Each member of the committee shall be a fee simple owner in at least one of the above described lots. Any member of the committee who in at least one of the above described lots. Any member of the committee who dies, resigns, or ceases to be a fee simple owner, shall be replaced by another Association member by a majority vote of the Committee, and shall serve until a successor is elected at the regular annual meeting or special meeting called for such purpose. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for the 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 held special meeting may elect a new committee.

4. **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 this completion thereof, approval will no be required and the related covenants shall be deemed to have been fully complied with.
5. **DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at total cost of less than \$150,000 based upon cost levels prevailing on the date these covenants are recorded. It being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story dwelling, and for multi-level homes, the main floors above finished space shall be not less than 900 square feet and the combined floor space of all levels shall be not less than 1,500 square feet. There shall be no restrictions as to the type of roofing material used except that any materials used shall meet the county building code requirements. All buildings erected on any lot shall conform to county setback requirements. Buildings erected shall have a stone or brick veneer on the front, a minimum of 20% of the front elevations.
6. **BUILDING LOCATION.**
 - a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street.
 - b) No building shall be located nearer than five (5) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.
 - c) For the purpose of this covenant, eaves, steps, 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.
7. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot. Within these easements, no structure, planting of other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities 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 lot, except for those improvements for which a public authority or utility company is responsible.
8. 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.
9. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer easement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.
10. **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 (1) square foot, one sign of not more than five (5) square feet advertising

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

11. 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 or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
12. LIVESTOCK AND POULTRY. No animals, 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 purpose.
13. 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 such material shall be kept in a clean and sanitary condition.
14. WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of Larimer County. Approval of such system as installed shall be obtained from such authority.
15. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of Larimer County. Approval of such system as installed shall be obtained from such authority.
16. VEHICULAR PARKING. No vehicles, boats, campers, trailers, or other such contraptions or devices, except operable passenger cars, or operable trucks and vans of less than one (1) ton cargo capacity, shall be parked, stored or permitted to remain except that recreational vehicles may be stored within an enclosed garage or behind a fenced area within subject lot.
17. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. Said covenants shall be automatically extended each calendar year unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
18. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
19. SEVERABILITY. Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.