

DECLARATION OF PROTECTIVE  
COVENANTS AND RESTRICTIONS

This Declaration, made this 19<sup>th</sup> day of March,  
1968, by the undersigned.

WITNESSETH:

WHEREAS, the undersigned are all the owners and security interest holders of the property described in Article II of this declaration and desire to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities and services for the benefit of said community; and

WHEREAS, the undersigned desire to provide for the preservation of the values and amenities in said community for the maintenance of said parks, playgrounds, open space and other common facilities and services, and, to this end desire to subject the real property described in Article II together with such additions as may hereafter be made thereto, as provided in Article II, to the covenants, restrictions, easements, assessments and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the undersigned declare that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, encumbered, and occupied subject to the covenants, restrictions, easements, assessments, charges and liens hereinafter set forth.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to STANFORD TRIPLEX HOME OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this declaration or any supplemental declaration under the provisions of Article II hereof.

Section 3. "Common Properties" shall mean and refer to those areas, together with all improvements located thereon, shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of the properties, and their tenants.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Properties with the exception of Common Properties as heretofore defined.

Section 5. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

Section 6. "Multi-family Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual lot.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 8. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS  
THERE TO.

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, encumbered, and occupied subject to this Declaration is described as follows:

Lots 24 through 35, the streets, easements and common area adjacent thereto designated as Tract C in Fahrenbruch Leisure Village Third Filing, including the replat of Lots 8, 9, 10, 11, 12, 13 and a portion of Lot 4 of Fahrenbruch Leisure Village Second Filing, situate in the NW¼ of Section 25, Township 7 North, Range 69 West of the 6th P.M., now in the City of Fort Collins, County of Larimer, Colorado.

all of which real property shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

a. Additions in accordance with a General Plan of Development. Stanford Triplex Home Owners Association, Inc., its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development.

-- The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Protective Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

b. Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who

desires to add it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in Subsection a. hereof; provided, however, that the Owner of property listed among the excepted properties or lots in Article II, Section 1, if any, may add such property to the jurisdiction of the Association and subject it to this Declaration simply by ratifying this Declaration in the manner provided by law.

c. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

### ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE CLUB

Section 1. Member. Each person or entity who is a record owner of a fee, or undivided fee, interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. Members shall be all those owners as defined in Section 1 and shall be entitled to one (1) vote for each Lot or Living Unit in which they hold the interest

required for membership by Section 1. When more than one person or entity holds such interest or interests in any Lot or Living Unit all such persons shall be members and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit and when Living Units are counted the lots upon which said Living Units are situated shall not be counted.

ARTICLE IV. PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2, every Member shall have a right and easement of enjoyment in and to the common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Extent of Members' Easements. The rights and easement of enjoyment created hereby shall be subject to the following:

a. The right of Stanford Triplex Home Owners Association, Inc., and of the Association, in accordance with its Articles and By-Laws, to become indebted for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge reasonable admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

c. The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

d. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

e. The right of the Association to dedicate or transfer all of any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least Ninety (90) days in advance of any action.

#### ARTICLE V. COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each of the undersigned, for each Lot or Living Unit owned by it or him within The Properties hereby covenants, and each other Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Club; (1) monthly assessments or charges; (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such

assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the purchase, improvements, and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Payment of Annual Assessments.

a. The annual assessments with respect to each Lot of Living Unit shall be estimated by the Board of Directors prior to the conveyance of the first Lot and shall be payable in equal monthly installments.

b. The Board of Directors of the Association shall determine as of March 1st in each year whether or not a deficiency exists with respect to the annual assessments and shall bill all Owners for Lots and for Living Units such deficiency with the April 1st monthly bill. Should the Board deem a surplus to exist, pro rata credit shall be given to each Owner on a uniform basis to be credited first against the April 1st payment and any excess credit to be given on the payments due each succeeding month.

c. At the time the Board of Directors of the Association makes the determinations set forth in Paragraph b. above, it shall determine the assessment rate for the next ensuing year and shall apply the new annual assessment rate for monthly installments effective as of April 1st of each year.

d. Monthly assessments shall be payable on or before the tenth (10th) day of each month, but shall be and become a lien as of the date of the annual assessment as hereinafter provided. Written notice of the annual assessment shall be sent to every Owner immediately following the assessment date as provided in Paragraph c. above. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized by Section 3 hereof, the Association may levy a special assessment, applicable to succeeding 12 months only, for the purpose of defraying, in whole or in part, the cost of the purchase of any rights or the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who vote in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Club. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which



shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 8% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

Section 6. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all

Common Properties as defined in Article I, Section 2 hereof;  
(c) all properties exempted from taxation by the laws of the State of Colorado.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI. ARCHITECTURAL CONTROL AND RESTRICTION

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. No tent, trailer, shack, garage, barn or other out-building erected on any lot covered by these covenants shall at any time be used for human habitation, temporarily or permanently nor shall any structure of a temporary character be used for human habitation.

Section 3. No lot shall be resubdivided into smaller building sites, nor conveyed or encumbered in any less than the full original dimensions as originally conveyed by STANFORD TRIPLEX HOME OWNERS ASSOCIATION, INC. without written approval of the Board of Directors of the Architectural Committee.

Nothing herein contained shall prevent the dedication or conveyance of portions of lots for additional easements for public utilities.

Section 4. No retail, wholesale, manufacturing, repair, businesses, professional offices, or home occupations of any kind, shall be permitted on any lot or in any Living Unit or appurtenant structure. No activity which may be or become an annoyance or nuisance to the neighborhood shall be carried on upon any lot or in any single-family Living Unit or appurtenant structure. No signs, advertisements, bill boards or advertising structures, of any kind may be erected or maintained upon any of the building sites. No tanks for the storage of gas, fuel oil, or any other matter shall be erected, placed or permitted above the surface upon any lot.

Section 5. All clothes line equipment, service yards, woodpiles or storage piles shall be screened so as to conceal them from the view of neighboring lots or streets.

Section 6. No trash burning shall be permitted on any lot. All rubbish and trash shall be promptly removed from the lots and shall not be burned in the Subdivision, except in a facility approved by the Architectural Control Committee.

Section 7. Each Living Unit shall have an approved garbage disposal unit connected to the plumbing. Such unit shall be in operating condition whenever the dwelling is occupied and shall be used for garbage disposal.

Section 8. Each owner of a lot shall be responsible for keeping shrubs, trees and other plantings on such lot in an attractive condition and compatible with adjacent common areas. In the event of failure to do so, the Association shall be empowered to take necessary steps to care for such plantings at the expense of the lot owner.

Section 9. In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3rds) decision of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the annual assessment to which such Lot is subject.

ARTICLE VII. USE RESTRICTIONS

Section 1. The use of the Common Area shall be subject to the restrictions set forth in Article IV, Section 1, and to those restrictions hereinafter set forth.

Section 2. No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Area.

Section 3. No Owner shall place any structure whatsoever upon the Common Area, nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to all members.

Section 4. That part of the plat of Fahrenbruch Leisure Village Third Filing designated as Tract C, providing access from Stanford Road between Lots 25 and 26, and the other area of Tract C running North and South abutting said access point, is hereby made subject to an easement and right of way for ingress and egress to the several lots adjoining said land, subject only to the rules and regulations for such uses and purposes established by the Board of Directors or the Architectural Committee, which rules and regulations shall always allow reasonable access through said tract.

Section 5. The use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

ARTICLE VIII. GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Club, or the Owner of the land subject to this declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) years unless an instrument signed by the then Owners of two-thirds (2/3rds) of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. Provided further, that no changes in the covenants or restrictions made pursuant to this Section shall restrict the rights of ingress and egress provided in Section 4 of ARTICLE VII above.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created

by these covenants; and failure by the Club or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, and that this Declaration of Protective Covenants and Restrictions shall be binding upon the undersigned, their heirs, successors in interest, assigns, personal representatives, executors and administrators, the same has been signed and executed the day and year first above written.

CORP.  
SEAL

ATTEST:  
Clarissa F. Allison  
Secretary

STANFORD TRIPLEX HOME OWNERS ASSOCIATION, INC.  
By: Leslie R. Allison  
President

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 19th day of March, 1968, by Leslie R. Allison as President and Clarissa F. Allison as Secretary of STANFORD TRIPLEX HOME OWNERS ASSOCIATION, INC., a Corporation.

My notarial commission expires March 11 1970.

Witness my hand and official seal.

Thomas W. [Signature]  
Notary Public



No. 948615

PLAT

FARRINGTON LEISURE VILLAGE  
THIRD FILING

TO Grantor

FORT COLLINS, COLORADO  
Grantee

County of Larimer, }  
State of Colorado, } ss.

I hereby certify that this instrument was filed for

record in my office at 10:20 o'clock

11 FEB 14 1968  
A.M., 19   and

duly recorded in book 1379

page 932 PFF #18

[Signature]  
Recorder

[Signature]  
Deputy

28 FEB 14 H 10.00

VAULT