

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That Trident, Inc., being the owner of Blocks 1 and 2, BOYD LAKE SHORES, a subdivision of a part of the East Half (E 1/2) of Section 5, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer and State of Colorado, As shown on the plat thereof approved by the Larimer County Planning Commission on the 13th day of August, 1963, does hereby make the following declarations as to limitations and restrictions or uses 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 protecting the attractiveness and value of said tracts and the buildings erected thereon:

1. No plot, lot, tract or other parcel of land, except Outlot No. 10, Block 2, shall be used except for residential purposes, and no buildings shall be erected on any lot except one single family residence, which may include as part thereof, or as a separate structure, a private garage or combination garage-guest house (the use of which shall be confined to bona fide non-paying guests on an intermittent basis) such separate building to have identical architectural design and proportionate exterior appearance, and proportionate dimensions as the family residence. No dwelling shall be erected or permitted on any tract unless, for a single story dwelling, the same shall have a ground floor area of not less than 1600 square feet, or for a multiple level dwelling a ground floor area of not less than 1200 square feet with a total area of not less than 1800 square feet, each area to be exclusive of any garage or open porch, except for lots adjacent to Boyd Lake which shall be single story dwellings with a main floor area of not less than 1600 square feet exclusive of any garage or open porch; and except for any other lots which may from time to time be designated as single story dwelling lots by the Architectural Control Committee. Such other lots shall be designated in writing as single story dwelling lots by the Architectural Control Committee prior to the sale of such lots by any party. No single story dwelling shall be erected or permitted on any tract to exceed fourteen feet in height above the highest natural point on such tract nor to exceed sixteen feet above grade level. X
2. There is hereby established an Architectural Control Committee, composed of three members, M.A. McBroom, L. K. Reeder, and J. R. Christman. 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 Committee nor its duly authorized representative shall be entitled to compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the tracts shall have the power, by a duly recorded written instrument, to change the membership of the Committee, or to withdraw from the Committee or to restore to it, any of its powers and duties. No building shall be erected, placed or altered on any building tract, nor shall any wall, fence or other enclosure, be located thereon, until construction plans and specifications, including plot plan and roadways have been submitted to and have been approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of design with surrounding structures, and location with respect to topography and grade. The Committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove the plans, specifications and plot plans within 30 days after

the same have been submitted to the Committee, and 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.

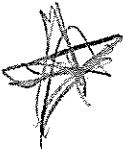
3. No noxious or offensive activity shall be carried on upon any tract, nor may anything be done which may be or may become a nuisance or annoyance to the neighborhood. No lot shall be used for dumping ground for trash, rubbish, or other waste, nor as a parking or storage area for vehicles or materials of any kind, other than personally owned automobiles of the owner, and except for a reasonable term while a structure on the said premise is under construction. The Architectural Control Committee reserves the right to require a fence or screened planting to surround open boat, automobile or trailer storage area or require its removal from said premises. All property and premises shall be kept in a clean and sanitary condition at all times.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence, either temporarily or permanently.
5. No animals, livestock or poultry of any kind shall be raised, kept, or bred upon any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
6. No mining or extraction of minerals shall be permitted on any lot, except the drilling and maintenance of a water well for domestic and/or irrigation use on said premises; provided consent of the Architectural Control Committee is first secured for the drilling of such well, its use, and location, and provided that any plans for pump house or other above-ground structure is first approved by said Committee.
7. No residential building shall be permitted on any lot unless the same is provided with a garbage disposal or garbage grinding unit, which unit or units shall be kept in good working condition at all times and shall be used for disposal of garbage, and wastes. The Architectural Control Committee shall reserve the right to require the use of soft detergents.
8. After the erection of a dwelling upon any tract, there shall be installed and maintained, within five feet of the front property line abutting upon a community street, at least one street light or lamp, at a height of not less than five feet, with a lamp of at least 60 watts, which light shall be kept burning at all times during hours of darkness, said light to be unobstructed by shrubbery or fences.
9. At least one permanent right-of-way easement for ingress and egress to Boyd Lake property for purposes of boating, swimming, and related recreational activities, said easement to be a portion of Lot 10, Block 2, and of at least 50 feet in width from the street to the Lake is hereby granted to lot owners; said easement to permit pedestrians, boats and other vehicles associated with recreational activities to move from their respective properties to and from Boyd Lake. The said owners of lots constituting a dominant tenement over said easement shall be responsible, jointly and severally, for the maintenance of said easement, and shall keep the surface thereof planted to grass, and shall tend the same properly, or shall surface the same with gravel or other suitable surfacing and shall, at all times, keep the said surface smooth, level and free of weeds and other overgrowth and free of rubbish and debris of all kinds and nature and shall, at no time, use the said easement for storage of any kind unless approval has been given by the Architectural Control Committee and deemed by said Committee not to be of an objectionable nature and a desirable convenience to part or all of the property owners; and said owners shall, jointly and severally, be

responsible to the undersigned owner of said property, or its successors and assigns, for payment of the taxes assessed against said property, If the said owner of lots constituting a dominant tenement over said easement, fail to maintain the said easement, as herein provided, then the undersigned owner, its successors and assigns, may perform or hire performed said functions and charge the cost thereof to said owners, or such of them as refuse to pay their respective proportionate shares of said costs, and may collect the same by appropriate actions. In the event said owners fail to share in cost of taxes and maintenance of said easement, such said owners shall forfeit their right of egress and ingress and use.

10. Easements, if any, for utilities are reserved as shown by the recorded plat. These covenants are to run with the land and shall be binding upon all parties who shall acquire property in Boyd Lake Shores, and upon all persons claiming under them the same to extend forever, from date these covenants are recorded, except as hereinafter provided.
11. When a sewer system, either private or publicly owned, becomes available, dwellings then under construction or subsequently built shall be connected thereto; except the Architectural Control Committee may, due to special or unusual circumstances, approve continuance of use of septic system on a temporary basis provided the County Health Officer has been notified and has given prior approval. Termination of temporary approval shall be at the option of said Committee, providing said property owner has been given notice in writing and given reasonable time to connect onto sewer system.
12. When a community water system, either privately or publicly owned, or a water system under the jurisdiction of the Colorado Public Utilities Commission becomes available, no water shall be used for domestic purposes upon any tract except water obtained from such system, and except the Architectural Control Committee may approve the use of well water for domestic purposes if said well water has been approved for domestic purposes by a County Health Officer; except well water may be used for irrigation purposes with the approval of the Architectural Control Committee and provided such system is entirely separate from and in no way connected to the household inside domestic water supply, and provided that the use of irrigation well water will require a sign prominently displayed that the water is irrigation well water and not to be consumed by humans; and provided further that all well water shall be shut off at a master shut-off position not readily available to passers-by or children.
13. All shrubs and tree plantings shall be approved by the Architectural Control Committee by landscape plat with each planting identified. The Committee is empowered to remove or have removed by condemnation proceedings any shrubs, plants, or trees not having received said Committee's approval in writing. The property owner is required to submit a landscape plat to the Committee for its files.
14. There shall be no re-subdivision of any group of lots or tracts into a greater number of lots and tracts than on the original plat of Boyd Lake Shores. In the event of re-subdivision, no lot shall have less than 15,000 square feet or area nor less than 100 feet of frontage.
15. No dwelling or other structure shall be located closer than forty feet next to the front street. No dwelling or other structure shall be located closer than twenty-five feet to a side street. No dwelling or other structure shall be located closer than ten feet to the side property lines. The Architectural Control Committee reserves the right to designate which streets are front streets, side streets and side property lines on any lot or tract in the event the County Planning

20 county
7' county

Commission does not designate front streets or side streets or side property lines.

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16. No signs shall be located on said tract except signs offering said property for sale and except signs indicating the use of water for irrigation purposes only or unless approval for such other sign or signs is obtained in writing from the Architectural Control Committee, said Committee reserving the right to disapprove all such requests for signs except those described above.
17. Enforcements. The ~~owner or owners~~ ^{Board of Dir. via Arch.} of any of the above described real property may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation or to restrain such violation or attempted violation.
18. Term. The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming any part of the above described real property for a period of twenty-five (25) years from the date these presents are recorded in the office of the Clerk and Recorder of Larimer County, State of Colorado, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of real property hereinabove described has been recorded in the office of said County Clerk and Recorder, agreeing to change said covenants in whole or in part.
19. Severability. Invalidation of any one of the restrictions and limitations herein set forth by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The preceding document was signed by M.A. McBroom, President, and J.R. Christman, Secretary-Treasurer, and recorded on October 24, 1963, in book 8 at page 111 P5F3 #10.

The following revision is recorded as an attachment to these covenants.

NOTICE OF NEW ARCHITECTURAL CONTROL COMMITTEE

Effective Date - Date of recordation in Larimer County, Colorado Records, Clerk and Recorder's Office.

WHEREAS, on October 24, 1963, Trident, Inc., a Colorado Corporation, by M.A. McBROOM, President, L.K. REEDER, Vice President and J.R. CHRISTMAN, Secretary-Treasurer, recorded certain protective covenants in Larimer County, Colorado records, Reception No. 851966, for the subdivision known as Boyd Lake Shores.

WHEREAS, the paragraph numbered 2 in said covenants provides for an architectural control committee naming the initial members, and there is a further provision therein for successor members of said committee with a specific provision as follows:

"At any time the then record owners of a majority of the tracts shall have the power, by a duly recorded written instrument, to change the membership of the committee, or to withdraw

from the committee or to restore to it, any of its powers and duties."

WHEREAS, the purpose of this Notice is to change the membership of the said committee and the notarized signatures of a majority of the record owners of the tracts of Boyd Lake Shores appear hereunder.

NOW THEREFORE, the said signatures hereby signify the election of a new Architectural Control Committee to be composed of GARRETT JOHNSON, ROBERT C. SHAFFER, AND M.A. McBROOM. All purchasers, contractors and any other interested persons or corporation are further formally directed to secure formal written approval from the said new Architectural Control Committee pursuant to the provisions and directives of the existing said protective covenants.

NOTES: This document was signed by the then record owners of the following Lot and Block Numbers on the 27th day of October 1971:

	<u>LOT AND BLOCK NO.</u>
M.A. McBroom	Lot 13 Block 2
William L. Treichel	Lot 7 Block 2
Thomas C. McClusky	Lot 4 Block 2
James J. Doherty	Lot 3 Block 2
William C. Hale	Lot 2 Block 2
William C. Hale	Lot 3 Block 1
David S. Crowley	Lot 4 Block 1
H.F. Herndon	Lot 5 Block 1
Robert C. Shaffer	Lot 7 Block 1
Garrett L. Johnson	Lot 8 Block 2
Jim W. Brown	Lot 9 Block 2
Donald G. Pomranka	Lot 11 Block 2
Henry A. Williams	Lot 15 Block 1
Charles J. Kahl	Lot 10 Block 1
Donald P. Sinel	Lot 16 Block 1
Aaron E. White	Lot 1 Block 1
Robert L. Hetzel	Lot 11 Block 1
Jere Walack	Lot 17 Block 1
James R. Christman	Lot 1 Block 2
James R. Christman	Lot 5 Block 2

- Liab Ins for Board

- Shingles