

PROTECTIVE COVENANTS

FOR

CHEROKEE MEADOWS ROAD ASSOCIATION

WHEREAS, the undersigned are the owners of real property located in the County Of Larimer, State of Colorado, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference and hereinafter referred to as "the Property"; and

WHEREAS, the undersigned desire to provide for the maintenance of roads and desire to establish certain standards covering the Property by means of protective covenants to insure the lasting beauty, value, and enjoyment of the Property; and

WHEREAS, the undersigned deem it desirable for the efficient preservation of the values and amenities of said Property to create an agency to which should be delegated and assigned the powers and duties of maintaining and administering the roads and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the undersigned will incorporate under the laws of the State of Colorado, as a non-profit corporation, the Cherokee Meadows Road Association (hereinafter referred to as "the Association") for the purpose of exercising the functions as aforesaid;

NOW, THEREFORE, the undersigned do hereby publish and declare that in addition to the ordinances of the County of Larimer, State of Colorado, the following terms, covenants, conditions, easements, restrictions, reservations, limitations, uses, locations, and obligations shall be deemed to run with the land and shall be a burden and benefit to the undersigned, their successors and assigns, and any persons or entity acquiring or owning an interest in the real property and improvements, their grantees, and their heirs, executors, administrators, devisees, successors, or assigns.

1. Board of Directors and Architectural Control.

A. Board of Directors. The governing body of the Association shall be the Board of Directors as provided in the Articles of Incorporation and By-Laws of the Association. Unless otherwise stipulated in the Articles of Incorporation or the By-Laws of the Association, the Board of Directors shall serve as the Architectural Control Committee.

B. Architectural Control. No building or other structure, including but not limited to dwellings, sheds, garages, and outbuildings shall be erected, placed, or altered on any lot, tract, or parcel of the Property until the plans and specifications along with a plot plan (submitted in duplicate) showing the location of the structure have been approved by the Architectural Control Committee which plan shall, among other things, show the type of exterior material and finish, exterior design, existing structures, if any, and location of the structure with respect to topography and finished grade. Should the Architectural Control Committee or its

successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot, tract, or parcel within thirty (30) days after written request therefor, then such approval shall not be required and shall be deemed to have been given. However, no building or other structure shall be erected or allowed to remain on any lot, tract, or parcel which violates any of the covenants or restrictions contained herein.

At the time said plans and specifications are approved, the builder or owner shall proceed diligently with the construction; and the exterior of any such structure shall be completed within eighteen (18) months of the date of approval by the Architectural Control Committee. The Architectural Control Committee may grant an extension beyond the eighteen (18) month construction period for good cause and which such extension is requested by the owner.

Any member of the Architectural Control Committee may designate any other member to act for him. In the event of the death or resignation of any member of the Board of Directors/Architectural Control Committee, the remaining members shall have full authority to designate a successor. An election shall be held at the next regularly scheduled meeting of the members of the Association following such death or resignation to designate or re-designate the Board of Directors/Architectural Control Committee. No member of the Board of Directors/Architectural Control Committee shall be entitled to any compensation for services performed pursuant to these covenants.

2. Land Use and Building Type.

No parcel of land shall be used for any purpose other than single-family residential. No buildings other than single-family dwellings with private attached or unattached garages (if desired) unattached pump houses (if desired), a residential guest house, non-residential outbuildings and structures such as barns, stables, or corrals for use specifically in connection with the care of livestock permitted under these covenants, or for the maintenance of equipment, shall be erected, placed, or permitted to remain on any lot, tract, or parcel of the Property unless approved by the Architectural Control Committee.

3. Building Location and Easements.

No building or other structure shall be located so as to interfere with any easement. There shall be a right-of-way easement thirty feet (30') in each direction from the centerline of all existing and proposed roads. There shall be a twenty foot (20') utility easement adjacent to and parallel with all such road rights-of-way, section lines, and the boundary lines of any lot, tract, or parcel of the Property. There shall be utility guying easements on **all lots, tracts, or parcels as required by the utility involved.**

4. Nuisance.

Nothing which may be or may become annoying or a nuisance to other owners shall be permitted on any lot, tract, or parcel of the Property. NO obnoxious or offensive activity or commercial business or trade shall be carried on upon any lot, tract, or parcel of the Property, except professional offices such as those of a doctor, lawyer, dentist, or engineer which professional offices may be maintained within the main dwelling. For purposes of this covenant, un-garaged or un-stored inoperative automobiles, machines, or other **equipment which remain on any lot, tract, or parcel of the Property** for more than ninety (90) days are a nuisance.

5. Temporary Residence.

No structure of a temporary nature, trailer, mobile home, basement, tent, or accessory building shall be used on any lot, tract, or parcel of the Property as a residence. *However*, a pickup camper, camper trailer, or motor home may occupy a lot, tract, or parcel if there is a permanent residential structure thereon. A pickup camper or camper trailer may occupy a lot, tract, or parcel for a period not to exceed eighteen (18) months for construction purposes during the construction of the initial residential structure. In addition, a camper trailer, tent, or pickup camper may occupy a lot, tract, or parcel of the Property for a period not to exceed one hundred twenty (120) days per calendar year. The Architectural Control Committee may grant relief from this provision for good cause.

6. Refuse and Rubbish.

Rubbish, refuse, garbage, and other wastes shall be kept within sealed containers, shall not be allowed to accumulate on the Property, and shall be disposed of in a sanitary manner. No lot, tract, or parcel of the Property or easement shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean, sanitary condition.

7. Livestock.

Any lot, tract, or parcel of the Property may be used for the grazing of livestock such as cattle, horses, and sheep. Overgrazing is prohibited; the livestock shall not be permitted to run loose, and shall be properly cared for with adequate maintenance, food, and shelter. It shall be the responsibility of the owner to fence the lot, tract, or parcel when livestock are to be maintained on such lot, tract, or parcel of the Property.

8. Fences.

Fences shall be permitted *provided*, however, that any fence shall be constructed so as to not interfere with the easements required for access to adjoining lands unless cattle guards are installed in place of gates.

9. Roads.

All roads within or providing access to the Property shall be considered as private roads for the private use of members of the Association and their guests. The ownership of said roads shall be *in* the Association, and the maintenance of said roads shall be the responsibility of said Association.

10. Road Maintenance.

The following Road Maintenance Agreement shall be and becomes a covenant upon the land and run therewith.

A. All owners of any lot, tract, or parcel of the Property shall be members of the Association and shall be Obligated to maintain the roads and bear the cost thereof as a common expense from and after July 1, 1978, as assessed by the Association. The amount of such common expense which shall be paid by each owner shall be determined by dividing such common expense by the total number of owners; and each owner shall pay his proportionate share of said common expense. Every member of the Association shall be entitled to one (1) vote for each lot, tract, or parcel owned. When more

than one (1) person or entity holds a beneficial interest in a lot, tract, or parcel of the Property as a joint tenant or tenant in common, all such persons shall be members of the Association but shall be considered one (1) owner for the purpose of determining and assessing each owner's proportionate share of the common expense; and the vote attributable to such lot, tract, or parcel of the Property shall be cast as such persons among themselves determine and no division of the vote attributable to such lot, tract, or parcel of the Property shall be permitted. In the event any lot, tract, or parcel of the Property is re-subdivided, each person or entity purchasing a portion of any such re-subdivided lot, tract, or parcel of the Property shall be an owner for purposes of these covenants and shall be obligated to maintain the roads and to bear the cost thereof as herein provided.

B. At no time shall any owner of any lot, tract, or parcel be obligated to pay more than One Hundred Dollars (\$100) in any one (1) year for road maintenance. This provision may be waived by the express consent of any tract owner who wishes to pay in excess of this amount in any one (1) year. This limit may be revised by the Association as future needs dictate as provided in the By-Laws or Articles of Incorporation of the Association.

C. In the event that an expense is incurred for road maintenance, repair, or development, any lot, tract, or parcel owner may enforce the terms and conditions of this Agreement in any court of law or equity and may obtain a judgment therefor.

D. It is covenanted and agreed that the terms and conditions of this Agreement shall be for the mutual use and benefit of all the present and future lot, tract, or parcel owners and that this Agreement shall constitute covenants that run with and are attached to the land.

E. All payments are to be made to the Association. In the event that said Association shall fail or refuse to act, then the owners of the lots, tracts, or parcels themselves may, by a two-thirds (2/3) majority vote of their number, determine to whom payments shall be made and the manner and time of payment.

11. Enforcement.

Enforcement of these covenants shall be by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, for recovery of assessments due, or for such other and further relief as may be available. The failure to enforce or to cause the abatement of any violation of these covenants shall not preclude **or prevent the enforcement thereof in the event of a further or continued violation of these covenants** whether said violation shall be of the same or a different provision within these covenants.

12. Severability.

Should any part or parts of these covenants be declared invalid or unenforceable by any Court of competent jurisdiction, such decisions shall not affect the validity of the remaining covenants .

13. Duration and Alteration of Protective Covenants.

The herein included agreements, covenants, restrictions, and conditions shall run with the land, shall be binding upon all per-

sons owning lot., tracts, or parcels of the Property, and any persons hereinafter acquiring said lots, tracts, or parcels of the Property and shall be in effect for a period of thirty (30) years from and after the date of these covenants, after which period said covenants shall cease to be and be of no further force and effect unless the owners of a majority of the lots, tracts, or parcels shall elect, in writing duly filed, to extend said covenants for an additional specified period, at which time these covenants shall cease to be and be of no further force and effect unless similarly extended for an additional period or periods. Provisions for maintenance of the roads shall not be permitted to lapse with the other covenants unless other provisions are made for continuation of said road maintenance.

These protective covenants may be altered in whole or in part at any time the then record owners of two-thirds (2/3) of the lots, tracts, or parcels of the Property elect, through a duly written and recorded instrument.

14. General Reservations.

The undersigned, their respective heirs, administrators, successors, and assigns, shall have the right to bring within the scheme of these Protective Covenants and the structure of the Association additional properties in accordance with a general plan of development. Such additions shall be made by filing of record a supplement to these Protective Covenants signed by the owners of the additional property to be included within the scheme of these Protective Covenants and approved by the Association. Such supplement may contain such additions and modifications of these Protective Covenants as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of these Covenants. In no event, however, shall such supplement revoke, modify, or add to the covenants and restrictions established by these Protective Covenants with respect to the property. ..

IN WITNESS WHEREOF, we have hereunto set our hands and seals
this 17th day of May, 1978.

PARTNERSHIP INVESTMENTS OF
MINNESOTA, INC. a Minnesota
Corporation,

By : Robert M. Larsen, President

ATTEST:

By : Paul R. Anderson, Secretary



STATE OF MINNESOTA 5
COUNTY OF HENNEPIN 5

The foregoing Protective Covenants were subscribed and sworn to before me this 17th day of April, 1978, by Robert M. Larsen as President and Paul R. Anderson as Vice President of Partnership Investments of Minnesota, Inc., a Minnesota Corporation.

My Commission expires:

WITNESS my hand and seal.

(Document
notarized by Mary J
Halverson)

EXHIBIT A

EXHIBIT "A" ATTACHED TO AND MADE PART OF THE PROTECTIVE
COVENANTS FOR CHEROKEE MEADOWS ROAD ASSOCIATION.

REAL PROPERTY DESCRIPTION

All of Section 1, Township 10 North, Range 72 West of the 6th
P.M. County of Larimer, State of Colorado; and the East half of
Section 2, Township 10 North, Range 72 West of the 6th P.M .•
County of Larimer, State of Colorado.

*THE BOARD OF DIRECTORS OF THE CHEROKEE MEADOWS ROAD
ASSOCIATION::
APPROVED THE FOLLOWING STATEMENTS TO CLRRIFY ASSOCIATION
POLICY
IN REGARDS TO IMPLEMENTATION OF THESE COVENANTS

- a. Covenants #1.E. ARCHITECTURAL CONTROL (page 1):
"As a matter of policy, all building plans along with plot plans must be submitted to and approved by the Larimer County Building Department prior to presentation to the Architectural Control Committee of the Cherokee Meadows Road Association. An informal preview of the building plans to be requested by the Architectural Control Committee prior to submitting them to the County, but plans will not be formally approved until they meet Larimer County code requirements. Double-wide mobile homes and modular homes will be considered for approval, provided that they are permanent and meet all requirements published by the Larimer County Building Department. Single-wide mobile homes will not be approved.

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- b. Covenants #5. TEMPORARY RESIDENCE (page 3) -

As a matter of policy, The Board of Directors may grant relief "for good cause" to lot, tract or parcel owners for year-round parking of pickup campers, camper trailers, recreational vehicles and other trailers on their property, providing owners intend to use vehicles for recreational purposes and provided they are maintained as mobile vehicles bearing current registration and license plates.

March 28,

1989

March 28, 1989

March 28, 1989