

040702

January 16, 1968  
Fort Collins, Colorado

AMENDMENT OF PROTECTIVE COVENANTS

Know Ye All Men By These Presents:

That we, the undersigned, being a majority of the land owners of all the land in Fort Collins Community Airpark Sub-Division, situate in Sections 7, 8, and 17, of Township 7 North, Range 68 West of the Sixth P.M., in the County of Larimer, State of Colorado, according to plat thereof recorded April 21, 1967, Registration Number 931089 of the records of Larimer County, Colorado, in consideration of One Dollar and other valuable considerations, mutually given and received, we do hereby amend the Protective Covenants pertaining to said Sub-Division, which is recorded with and on said above mentioned plat.

DECLARATION OF PROTECTIVE COVENANTS AS AMENDED

1. BUILDING, ETC., APPROVAL: No building or structure of any kind, including but not limited to walls, fences and signs, shall be erected, altered, placed, assembled or permitted to remain on any lot, unless and until plans showing the type of use, location, size and architectural design and color scheme of all proposed structures, driveways, walks, loading areas and parking areas have been approved in writing by the Architectural Control Committee.

2. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall consist of three members: Robert C. Fugate, Lee A. Stark and Howard V. Lowell, all of Fort Collins, Colorado, and the decision of any two members of said committee shall determine all questions as to the actions of said committee; in the event of the death or resignation of any one of the members of the committee, the remaining members shall have complete authority to appoint a successor, no committee member shall be entitled to compensation for services rendered pursuant to these covenants. The committee's approval or disapproval of plans and specifications as required by these covenants shall be in writing. In the event that such approval or disapproval shall not be made within thirty days after plans and specifications have been submitted to the committee, or in any event, if no suit to prohibit construction has been commenced prior to the completion of improvements, approval will not be necessary.

aligned with full compliance with all ordinances will be an area.

11. **ENCROACHMENT:** No building shall be located on any lot nearer than 20 feet from the centerline of any dedicated street or road. The setback required from the side and rear property lines shall be subject to the approval of the Architectural Control Committee, provided that no more than 10 feet of side yard setback nor more than 15 feet of rear yard setback shall be required, except that no building shall be erected which would occupy more than 50 per cent of the lot area or side area upon which the building is located. For the purposes hereof the Architectural Control Committee shall determine those portions of a structure used as part of a building. Generally, eaves, walks and approaches shall not be considered as a part of the building but loading docks and similar structures shall be deemed as part of the building. Nothing herein shall be construed as allowing any portion of a building or structure on any lot or site to encroach on the lot or site of another property owner.

12. **LOADING:** No vehicle parking shall be permitted nearer than 10 feet from the side or rear property lines, unless with the written approval of the Architectural Control Committee. On-site parking shall be provided for all vehicle use reasonably expected including trucks, trailers, and employee and visitor parking. All parking areas shall be gravelled, paved or otherwise surfaced to provide dust free, all weather parking.

13. **LOADING AREAS AND STORAGE:** No loading dock to railroad track shall be permitted on any main street frontage and all loading docks shall be entirely within the property lines of the site. No material, equipment, or product shall be stored or permitted to remain on a site outside a permanent structure without prior written approval of the Architectural Control Committee. Approval of outside storage will be granted only where the storage is screened from view by a visual barrier at least one foot less than six feet feet in height, unless in the discretion of the Architectural Control Committee, such a fence is deemed unnecessary or a fence of lesser height is deemed adequate.

14. **FENCES AND BARRIERS:** All fences, gates, and visual barriers and signs or signs shall be approved by the Architectural Control Committee.

7. **SIGNS, ETC.** No billboards, signs or other advertising devices of any character shall be erected, posted, posted, painted, displayed, or permitted upon any part of the building or site without the prior approval of the Architectural Control Committee.

8. **LAWNS, LANDSCAPING:** All set-back areas facing streets between the front building line and the curb, with the exception of private ways, sidewalks and permitted parking shall be used exclusively for the planting and growing of trees, shrubs, lawns, gardens and other ground covering; landscaping material approved by the Architectural Control Committee. All landscaping must be installed within 90 days of building completion or occupancy whichever is sooner, weather permitting. Unused land reserved for future expansion or other purposes shall be maintained and kept free of weeds, other unsightly plant growth, rubbish and debris. All landscaping must be maintained by the site owner or occupant to the reasonable standards of the Architectural Control Committee for neatness and beauty.

9. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall or hedge which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted or remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the said street property lines, or in the case of a rounded or party corner from the intersection of the street property lines extended. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. **PROHIBITED OPERATIONS:** There shall not be permitted any lawn games, junk yards, drilling for oil and gas, oil refining, quarrying or mining operations, or stock yards or slaughter operations, rendering work or smelting, nor the commercial raising, breeding or maintenance of any livestock or poultry; nor any similar use, though not specifically named herein which would be obstructive or unbecoming in harmony with the general plan, purpose and use of the Fort Collins COMMUNITY AIRPARK. The owners and or occupants of any site shall not conduct any activity, business or operation, either directly or indirectly related to the operation of an airport without first obtaining approval of same in writing from the Board of Directors of Community Airpark Association, Inc., a corporation organized and existing by virtue of the laws of the

State of Colorado.

11. **NUISANCE:** The site owner or occupant shall not cause or let any excessive noise, odor, harmful sewage or vibration that could reasonably be objectionable to other occupants or site owners; or that unreasonably conflicts with the planned purposes and restrictions of the Fort Collins COMMUNITY AIRPARK, and no site owner shall in any case create or maintain a legal nuisance.

12. **TEMPORARY STRUCTURES:** No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used or permitted to remain on any site at any time, either temporarily or permanently, without special written approval of the Architectural Control Committee.

13. **ENFORCEMENT:** Violation of any restrictions gives the Architectural Control Committee the right to: (1) Enter the property and remove the nuisance or correct, alter or repair the defect or impairment at the site owner's expense, or (2) proceed at law or in equity against any person or persons violating or attempting to violate any covenants, to enjoin, restrain or abate the violation and to recover damages.

14. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years after these covenants have been recorded, after which time, they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing signed by a majority of the then recorded landowners in said Sub-Division, has been recorded agreeing to change said covenants in whole or in part, except that portion of Covenant #10 requiring approval of the Board of Directors of Community Airpark Association, Inc., for airport related uses shall not be amended unless an instrument in writing signed by a majority of the then recorded landowners in said Sub-Division, including Community Airpark Association, Inc., has been recorded agreeing to change said portion of Covenant #10.

15. **SEVERABILITY:** Invalidation of any of these covenants by judgment or Court Order shall in no way affect any of the other covenants which shall remain in full force and effect.

16. **EXECUTION AND DATE:** Executed at Fort Collins, Colorado.

this 16th day of January, A.D., 1968, by the undersigned  
whereof one is said subject of said COMMUNITY AIRPARK.

Robert S. Fugate

Lee A. Stark

Harold Maxey

Charles M. Doudson

Wyle Kincaid

Stanley Blahn

William F. Viger

Robert L. Tipton

JASON & ASSOCIATES

FREE ENTERPRISE, INC.

By [Signature]

By [Signature]

COMMUNITY AIRPARK ASSOCIATION, INC.

By [Signature]  
Secretary

By [Signature]  
President

STATE OF COLORADO )  
                          : ss  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this  
16th day of January, 1968, by Robert S. Fugate, Lee A. Stark,  
Harold Maxey, Charles M. Doudson, Wyle Kincaid, Stanley Blahn,  
William F. Viger, Robert L. Tipton, Phillip M. Appel, representa-  
tive of Jason & Associates, Lee A. Stark, representative of Free  
Enterprise Inc., and J. D. Farney and Elliott Ray, representative  
of Community Airpark Association, Inc.

My commission expires: My Commission expires August 31, 1971  
WITNESS my hand and official seal.

[Signature]  
Notary Public