

AMENDED PROTECTIVE COVENANTS  
FAIRWAY SUBDIVISION, FIRST FILING  
FORT COLLINS, COLORADO  
RESIDENTIAL COVENANTS

1. Property Owner's Association. The Fairway Estates Property Owner's Association was formed in 1970 to promote the recreation, health, safety and welfare of the residents, and for the improvement and maintenance of the properties in Fairway Estates, including the Common Areas.

2. Property Owner's Association Membership. Membership in the Fairway Estates Property Owner's Association is voluntary for First Filing property owners. If membership in the association is desired by any First Filing property owner, such membership shall allow for full participation and voting rights in Annual and Special Meetings of the Association, as described in it's by-laws, and shall give the member full voice in setting budgets and electing members to the Board. Membership shall be maintained by payment of annual dues, as set collectively by the membership at each Annual Meeting.

3. Land Use and Building Type. Residential lots shall be used for residential purposes only, except that doctors, lawyers, architects, accountants and real estate brokers may maintain professional offices within their homes. No building shall be erected, altered, placed or permitted to remain on any lot other than the following:

a. One single-family dwelling not to exceed two stories in height.

b. A private garage of a quality comparable with the dwelling.

c. Small sheds and/or barns for housing of limited numbers of domestic animals.

4. Architectural control. No building shall be erected, or altered on any lot until the construction plans and specifications and the plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with the existing structures, and as to location with respect to topography and finish grade elevation. No fence

or wall shall be erected that is not in harmony with the architectural features of the adjacent buildings or that does not meet with the approval of the Architectural Control committee.

5. Dwelling Cost, quality and size. No dwelling shall be permitted on any residential lot at a cost less than \$20,000.00, based upon cost levels prevailing on the date that 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 open porches and garages, shall not be less than 1,400 square feet for a one-story dwelling nor less than 1,000 square feet for a dwelling of more than one story. Provisions of this paragraph may be waived by unanimous consent in writing of the Architectural Control committee.

6. Building Location. No building shall be located on any lot nearer to the front lot line than 75 feet (except on Lot 15 on which no building shall be located nearer to the front lot line than 60 feet) or nearer to the side street line than 20 feet. No building shall be located nearer than 20 feet to an interior lot line. A garage or other permitted accessory outbuildings located on the rear one-half of the lot shall not be constructed nearer than 5 feet from the rear lot line. No dwelling shall be located on any interior residential lot nearer than 35 feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches, patios, shall not be considered an a part of the building, provided, however, that this shall not be construed to permit any portion of a building or lot improvements to encroach upon the land of adjacent lots.

7. Resubdivision. The resubdivision of any lot or the placement of any structure on any lot with a reverse frontage, is prohibited unless consent of the Architectural Control committee is first had in writing.

8. Easements. Easements for installation and maintenance of utilities, drainage, and irrigation ditch facilities are shown on the recorded plat. These easements shall be kept free of all obstructions including fences, and other lot improvements, with the exception that trees and shrubbery will be permitted in the easements, provided that there remains a minimum of six feet of

clear, open area to provide safe passage of pedestrians and mounted horses. It is understood that the easements along the back of most lots within the subdivision and along the side of several lots are for the purposes of providing an accessway to all lots and a bridle path to serve the entire area. These easements shall not be used for storage of private belongings, trash, or other incidentals which would interfere with the use of the easement as a bridle path or accessway. A standard designed fence shall be erected along the easement line in such a manner that the bridle path is fenced out for use of property owners of Fairway Estates. Said fence shall be designed by the Architectural Control committee, but shall be paid for by the lot owner. In the event the Architectural Control committee is of the opinion that no fence is necessary along said easement line, it may waive the provisions of this paragraph insofar as they apply to fences.

9. Nuisances. 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 neighbors or to the neighborhood.

10. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. Temporary structures to provide shelter for domestic animals may be constructed, it being understood that these structures are temporary in their nature and shall be replaced with a permanent type structure within a period of six months from the time of initial construction.

11. Signs. No sign of any kind shall be displayed to the public view on any residential lot except one professional sign of not more than two square feet, one sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. 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 any lot or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.

13. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, maintained, bred or kept on any lot for any commercial purpose. It is understood that domestic animals such as dogs, cats, sheep, horses, calves or other house pets may be kept provided they are not kept, bred, or maintained for a commercial purpose. It is not the intent of this covenant to restrict or prohibit 4-H or Future Farmers of America projects which may be undertaken by the residents of the subdivision provided these projects are officially sanctioned by a recognized agency such as the 4-H, Future Farmers of America, etc.

14. Sight Distances At Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such sight distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Trash Collection. The Board of Directors of the Fairway Estates Property Owner's Association, directly or by delegation, shall have the right annually to select one garbage and rubbish collection service to provide exclusive service to Fairway Estates, First Filing. The vendor of such service shall be selected to meet specifications, set by the Board, to minimize traffic and street damage, and to do so at least cost. Those residents of Fairway Estates, First Filing, who desire to contract for garbage and rubbish collection service, shall so contract with the vendor currently approved for such service. At any time that the Board shall fail to notify residents of an approved vendor, there shall be no restriction on resident's choice of garbage and rubbish collection services.

#### COMMERCIAL COVENANTS

1. Land Use and Building Type. Commercial enterprises or industrial operations, and other businesses which are considered by the Architectural Control committee to be offensive to the residents and other businesses of the subdivision will not be

allowed even though they may otherwise qualify under the Larimer County Zoning Ordinances.

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 structure have been approved by the Architectural Control committee as to quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finish grade elevations, and as to intended use. The Architectural Control committee shall be informed of the intended use of all buildings and adjacent properties at the time that the plans and specifications are submitted for their consideration. Once the Architectural Control committee has approved an intended use, the use shall not be changed at any future time without consent of the Architectural Control committee. No fence or wall shall be erected, placed, or altered on any lot which in the opinion of the Architectural Control committee shall be offensive to the subdivision and/or the neighboring properties.

3. Building Location. No building shall be located on any lot until such time as the plan for that lot has been submitted and approved by the Architectural Control committee. The Architectural Control committee shall have the authority to require building setbacks in conformance with the over-all development of the subdivision.

4. Easements. Easements for installation and maintenance of utilities, drainage facilities, and irrigation ditches are reserved as shown on the recorded plat. In addition, where a bridle path is adjacent to a commercial lot the restrictions and easements of these covenants shall apply with regard to this bridle path and accessway.

5. General. The restrictions of these covenants pertaining to nuisances, temporary structures, oil and mining operations, livestock and poultry, sight distances at intersections, shall apply to the commercial lots in the same manner as they apply to the residential lots.

6. Signs. Signs of appropriate design and construction may be constructed on the commercial lots provided, in the opinion of the Architectural Control committee, the sign is not offensive in its nature to the remainder of the subdivision.

7. Restriction Against Oil and Gas Wells. No well for the

production of, or from which there may be produced, oil or gas shall be dug or operated upon said premises, nor shall any machinery, appliance, or structure ever be placed, operated, or maintained thereon in connection therewith.

8. Restriction Against Heavy Industry. Neither the lot owner nor his heirs, assigns, or undertenants shall or will erect, or suffer or permit to be erected, on any part of the premises in subdivision any forge, foundry, blacksmith shop, furnace or any factory of any kind or nature whatsoever for the manufacture and operation of heavy industry.

#### GENERAL PROVISIONS

1. 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 10 years from the date these amended protective covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of all the lots in this subdivision has been recorded, agreeing to change said covenants, in whole or in part.

2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

4. Restriction as to Cesspools and Septic Tanks. When a sewer is laid in any street on which a lot in the subdivision abuts, it shall be incumbent upon the owner of the lot to establish connection with said sewer system without delay, and thereafter to make use of the same to the exclusion of all latrines, cesspools, or septic tanks.

5. Restriction on Number of Buildings per Lot. Not more than one residence may be built on any one lot in the residential section of said tract without a special permit in writing from the Architectural Control committee.

## ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control committee shall be composed of three Fairway Estates First Filing property owners, elected by property owners in the Fairway Estates First Filing. Architectural Control Committee memberships will run in offset three-year terms, with one of three terms expiring each year. Members will be elected in February of each year, during the Annual Meeting of the West Fairway Estates Water Association, of which all Fairway Estates First Filing property owners are members. Reasonable prior notification of such meeting and election will be given each year with the intent that as many First Filing property owners can attend this meeting as possible. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor until the next election, when a successor will be elected to fill the remainder of the departed member's term. A majority of the committee shall constitute a quorum and shall have the right to do all things for the committee as set forth in these covenants.

2. 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 the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.