

RATIFICATION OF PERPETUAL COVENANTS.

I/WE, J. R. M. K...

being the present record owner(s) of title to that certain real property in Horsetooth Lake Estates subdivision in Larimer County, Colorado, known as Lot 271 [insert street address, if applicable], or more particularly described as

[insert legal description]

do hereby ratify and accept as covenants running with the land, the obligations of that certain "Declaration of Restrictions," filed in the public records of Larimer County, Colorado, on August 17, 1964 under Reception No. 872316 at Book 9, Page 1, and that certain "Supplemental Declaration of Protective Covenants; Horsetooth Lake Estates," filed in the public records of Larimer County, Colorado on October 11, 1967 under Reception No. 938831 at Book 1373, Page 49. By such ratification, I/we bind said property to membership and participation in the Horsetooth Lake Estates property owners association (also known as the Horsetooth Lake Estates road maintenance association), and do hereby affirm the By-laws of said association, which By-laws are made a part hereof and are incorporated herein by this reference, and which By-laws provide for periodic assessments and the creation of a lien against the property in the event of delinquency of payment thereof.

2233 1000000

This ratification binding said property shall be of perpetual duration and obligation in respect to the said property and to the above-named record owners of title thereto, their successors, heirs and assigns, and shall become a matter of public record.

Dated this 6 day of March, 1980

J. K. M. Yea

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Recorded in the office of the Larimer County Clerk and Recorder at Fort Collins, Colorado on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at Book No. \_\_\_\_\_, Page No. \_\_\_\_\_, Reception No. \_\_\_\_\_.

*My Commission Expires  
June 18, 1982*



Horsetooth  
Lake Estates

#872346

8.17.1964

DECLARATION OF RESTRICTIONS

WHEREAS, Recreational Land Company, Inc., a Colorado Corporation, the owners of the Horsetooth Lake Estates Subdivision, such subdivision being located in Larimer County, Colorado, according to plat heretofore recorded:

NOW, THEREFORE, the Recreational Land Company, Inc., hereby declares that the Horsetooth Lake Estates Subdivision shall be and is hereby restricted in the following manner:

1. No buildings shall be erected or maintained on any lot of the subdivision other than a private residence and a private garage for the sole use of the owner or occupant, except Lots 1 through 10 which are hereby designated as commercial lots which may be used for all uses permitted in tourist districts according to the Larimer County Zoning Resolutions, Section 17.1.
2. No motel or trailer court shall be erected on Lot 1 through 10 prior to January 1, 1967.
3. Any garage erected or maintained must conform in appearance and construction to the residence on such lot.
4. No part of said premises shall be used for commercial purposes except Lots 1 through 10 which shall be limited as heretofore stated in Paragraph 1.
5. No residential building shall be erected or maintained on any lot on any of the above described subdivision having a ground floor area of less than six hundred (600) square feet.
6. No building shall be erected or maintained on any lot in the subdivision without complying with restrictions, easements, and covenants of record.
7. No outside toilet or privy shall be erected or maintained on any lot.
8. No animals or birds other than household pets shall be kept on any lot.
9. Building exteriors must be of brick, frame or block construction; and wood exterior or block exterior must be painted, stained or finished in an attractive, well kempt manner. No metal

roofs or siding shall be installed without first obtaining permission from the Recreational Land Company, Inc..

10. Subject to all easements of record, and easements of five <sup>width</sup> (5) feet/along the side and back lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the five (5) foot wide strip as long as such lines do not hinder the construction of buildings on any lots in this subdivision.

11. The placing of for sale signs on any lot of any unit, a subdivision, filed by Recreational Land Company, Inc., on any of the above described property shall be prohibited.

12. None of the lots shall be re-subdivided into smaller lots or conveyed in less than the full original dimension of such lot as shown on the plat of said subdivision.

13. All sanitary facilities within the subdivision shall be subject at all times to the rules and regulations of the Larimer County Public Health Department and to the laws of the State of Colorado. Full compliance with any health regulation shall be required by all property owners within the subdivision. There shall be a minimum set-back from the front of each lot a distance of twenty-five (25) feet and a minimum set-back from the side of each lot of seven (7) feet. No set-back requirements shall apply to the rear portions of the lots. The Recreational Land Company, Inc., shall approve the plans for every building to be erected within the subdivision until seventy-five (75) per cent of the lots are sold.

14. Mobile home trailers will be allowed on the lots of the subdivision only during construction of the permanent building to be erected on said lot. No mobile home shall be allowed on the lots under any circumstances without inside sanitary facilities and no mobile home shall remain on a lot pending construction of the permanent building for a period of longer than six (6) months.

The restrictions herein set forth shall run with the land and bind the present owner, or its successors and assigns and all parties claiming by, through or under it, shall be taken to hold, agree and covenant with the owners of said lots of the subdivision, its successors and assigns to conform to and observe the said restrictions as to the use of said lots of any unit and the construction and improvements thereon. No restrictions herein set forth shall be personally binding upon any person, persons or corporations, except in respect to breaches committed during his, their, or its seizen of or title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain a prohibitive or mandatory injunction or any other legal remedy to prevent the breach of or to enforce the observance of the restrictions herein set forth. The failure of the owners of any lot or lots to enforce any of the restrictions herein set forth at the time of the violation shall in no event be deemed to be a waiver of the right to do so thereafter. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, RECREATIONAL LAND COMPANY, INC., a Colorado Corporation, has caused these presents to be signed and sealed this 20<sup>th</sup> day of July, A. D., 1964.

ATTEST:

RECREATIONAL LAND COMPANY, INC.

BY: 

Arizona  
STATE OF COLORADO )  
Mesa ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 20<sup>th</sup>  
day of July A. D., 1964, by Bernard Swatwood as  
President of Recreational Land Company, Inc., and  
attest by Catherine B. Henry as Secretary.

Witness my hand and official seal.

My commission expires:  
3-28-1967

Quendroft  
Notary Public

Recorded ..... 11/11/57 ..... at 3:49 o'clock P.M.  
Reception No. 938831 ..... James P. Thompson

BOOK 1373 PAGE 48

## SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS

### HORSETOOTH LAKE ESTATES

### LARIMER COUNTY, COLORADO

BULLERT INVESTMENT COMPANY, a Colorado corporation, being the owner in fee simple of the real property hereinafter described, does hereby make and declare the following additional limitations, restrictions, and uses upon said property as restrictive and protective covenants, through reference hereto in all deeds and contracts for sale issued to or for any part of said property, as benefits and obligations running with the property, and as binding upon the said owner and upon all parties claiming under said owner and upon all future owners of any part of said property, so long as these restrictive covenants shall remain in force and effect as now written or as hereafter altered, which covenants shall be supplemental to those covenants and restrictions heretofore created, as shown on the plat of said subdivision:

1. These covenants are hereby made applicable to the following described lots or parcels situate in the County of Larimer, State of Colorado, to wit:

Lot 1, Lots 3 through 14, inclusive, Lots 18, 19, 21, 22, Lots 24 through 31, inclusive, Lots 39 through 45, inclusive, Lots 49, 50, 55, 56, 60, Lots 62 through 71, inclusive, Lots 73 through 84, inclusive, Lots 87 through 91, inclusive, Lots 96, 102, Lots 105 through 108, inclusive, Lots 110, 112, 120, 122, Lots 124 through 127, inclusive, Lots 132, 136, 139, 159, 162, 165, 171, Lots 181 through 185, inclusive, Lot 189, Lots 192 through 196, inclusive, Lots 201, 204, 206, 207, 209, Lots 212 through 221, inclusive, Lots 239, 241, 250, 270, 284, Lots 287 through 289, inclusive, Lots 294, 295, Lots 297 through 299, inclusive, Lots 301 through 303, inclusive, and Lot 310; all in HORSETOOTH LAKE ESTATES, according to the recorded plat thereof.

2. The owner of each lot or parcel described above shall pay annually his pro rata share of the cost of maintaining the roads and streets within said subdivision, and shall also pay his pro rata share of the cost of providing such other reasonable and necessary public services as may be deemed useful and proper by an association of property owners in said subdivision, which association may be formed hereinafter by the said Bullert Investment Company or by the said property owners. Each and every purchaser or owner of the lots described above, in accepting a deed or contract for such lot, agrees to become, and shall automatically become, a member of said association whenever it shall be formed, and shall be subject to such obligations, by-laws and rules as shall be duly enacted by said association. The cost of such road and street maintenance and other services may be assessed annually by such property owners' association, and each lot owner's share of such assessment shall be paid promptly when the same becomes due. In the event any such lot owner shall fail to pay such assessment within thirty (30) days after the same shall become due, then the same shall constitute a lien upon the said lot, which lien shall accrue to the benefit of such association and may be foreclosed in equity as in the case of any lien foreclosure.

3. The property owners association described in the foregoing paragraph 2 shall not be responsible for the maintenance of any roads and streets abutting or providing access to any lot or parcel within said subdivision other than those described in the foregoing paragraph 1, nor shall it be responsible for the furnishing of any other services to any such lot or parcel or the owner thereof,



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STATE OF COLORADO  
DEPT. OF STATE

ARTICLES OF INCORPORATION  
OF  
HORSETOOTH LAKE ESTATES  
PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned, acting as the incorporator of a corporation under the Colorado Non-Profit Corporation Act, Article 20 of Title 7, Colo. Rev. Stat. 1973, hereby adopts the following Articles of Incorporation for such corporation:

FIRST: the name of the corporation is HORSETOOTH LAKE ESTATES PROPERTY OWNERS' ASSOCIATION, INC.

SECOND: The period of its duration is perpetual.

THIRD: The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are primarily to promote the common good and general welfare of the community, and in particular, of the property platted as "Horsetooth Lake Estates" Subdivision, Larimer County, Colorado, hereinafter referred to as the "Properties," to bring about civic betterment and social improvements, and for these purposes to:

a. own, acquire, build, improve, operate and maintain the common facilities; recorded in the Office of the County Clerk and Recorder of Larimer County, Colorado;

b. maintain roads, streets, driveways and parking areas not maintained by governmental authority;

c. fix assessments to be levied against the Properties;

d. enforce any and all covenants, restrictions, and liens for the benefit of the corporation and

agreements applicable to the Properties, whether contained in the Declaration or not;

e. pay taxes, if any, on the common facilities; and,

f. insofar as permitted by law, do any other thing that, in the opinion of the Board of Directors, will promote the social welfare, common good and general welfare of the residents and owners of the Properties, protect the value and desirability and enhance the safety and habitability of the Properties, or bring about civic betterment or social improvements.

FOURTH: Provisions for the regulation of the internal affairs of the corporation, including provisions for the distribution of assets on dissolution or final liquidation, are:

1. Members and Voting. The membership of the corporation shall consist of such classes of members as may be provided for in the By-laws. The rights, priorities and obligations of members shall be such as prescribed by the By-laws. Cumulative voting of members in the election of directors shall not be allowed.

2. Management. The affairs of the corporation shall be managed by its Board of Directors, as provided in the By-laws.

3. Prohibited Activities. No part of the income or net earnings of the corporation shall be distributable to or inure to the benefit of its members, directors, officers, or any individual; provided, however, that reasonable compensation may be paid for any services rendered to the corporation, and

