

Recorded FEB 8 1974 at 2:20 o'clock P.M.
Reception No. 80075 James R. HANCOCK

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Drake Associates, Ltd., hereinafter referred to as "Grantor."

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situate in the City of Fort Collins, County of Larimer, State of Colorado, which is legally described as:

A tract of land located in the East 1/2 of Section 26, T7N, R69W, of the 6th P.M., Larimer County, Colorado, being more particularly described as follows:

Considering the North Line of the East 1/2 of Section 26 as bearing N 90° 00' E, and with all bearings contained herein relative thereto:

Commencing at the North 1/4 Corner of said Section 26, thence along the said North Line, N 90° 00' E, 697.84 feet; thence, S 40° 44' 20" E, 65.99 feet to the True Point of Beginning. Thence, along the southern right-of-way of Drake Road N 90° 00' E, 561.54 feet; thence, S 00° 00' E, 386.59 feet; thence, N 90° 00' W, 390.94 feet to a point on the East bank of Larimer County No. 2 Canal; thence, along the said East bank N 10° 14' 00" W, 153.93 feet; thence, continuing N 26° 06' 00" W, 177.65 feet; thence, continuing N 40° 44' 20" W, 99.74 feet to the True Point of Beginning; and

A tract of land located in the East 1/2 of Section 26, T7N, R69W, of the 6th P.M., Larimer County, Colorado, being more particularly described as follows:

Considering the North Line of the East 1/2 of said Section 26 as bearing N 90° 00' E, and with all bearings contained herein relative thereto:

Commencing at the North 1/4 Corner of said Section 26, thence along the said North line, N 90° 00' E, 697.84 feet; thence, S 40° 44' 20" E, 65.99 feet; thence, along the southern right-of-way of Drake Road, N 90° 00' E, 561.54 feet to the True Point of Beginning. Thence, continuing along said right-of-way N 90° 00' E, 384.78 feet; thence, along the arc of a curve to the right whose radius is 15 feet and whose long chord bears S 44° 34' 45" E, 21.37 feet; thence, along the western right-of-way of Redwing Road, S 00° 50' 30" W, 368.72 feet; thence, continuing along the said right-of-way along the arc of a curve to the right whose radius is 270 feet and whose long chord bears S 06° 47' 39" W, 56.00 feet; thence, N 90° 00' W, 387.74 feet; thence, N 00° 00' E, 439.51 feet to the True Point of Beginning.

NOW THEREFORE, Grantor hereby declares that all of the above real property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following easements, limitations, restrictions, covenants, and conditions, all of which are declared and agreed to be in furtherance of a plan for the improvement of such real property, established and agreed upon for the purposes of enhancing and perfecting the value, desirability and attractiveness of such real property and every part thereof. All of the following easements, limitations, restrictions, covenants and conditions shall run with the above described real property and shall be binding upon and inure to the benefit of all

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

parties having any right, title or interest in the above described real property or any part thereof, and their heirs, successors and assigns. Grantor reserves the right at any time in its sole discretion to subject contiguous real property owned by Grantor to the Drake Park Covenants for all purposes therein.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean Drake Owners' Association, Inc., a Colorado non-profit corporation, its successors and assigns.

Section 2. "Design Committee" shall mean, as provided in Article IV, the committee of three members appointed by the Association to establish and enforce design, construction, landscaping and aesthetic rules and regulations.

Section 3. "Drake Park Covenants" shall mean the easements, limitations, restrictions, covenants and conditions established by this Declaration of Covenants, Conditions and Restrictions.

Section 4. "Grantor" shall mean Drake Associates, Ltd., a Colorado limited partnership, and its successors and assigns.

Section 5. "Non-Private Area" shall mean all that portion of the Project Land which lies outside of the Private Areas.

Section 6. "Owner" shall mean the record owner, whether one or more persons or entities (but excluding the City of Fort Collins, Colorado), of fee simple title to any portion of the Project Land.)

Section 7. "Private Area" shall mean any portion of Project Land lying under or within the exterior walls of any enclosed structure erected on Project Land.

Section 8. "Project Land" shall mean that certain real property described above together with any other real property which may in the future be subject to this Declaration of Covenants, Conditions, and Restrictions.

ARTICLE II
DRAKE OWNERS' ASSOCIATION, INC.

Section 1. Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of Project Land.

Section 2. For purposes of voting, the Association shall have two classes of voting membership. For the first class of voting membership, each Owner of Project Land shall be entitled to one (1) vote for each square foot of Project

Land owner by such Owner. When more than one person or entity owns an interest in any such square foot, all such persons or entities shall be members and the votes for such Project Land shall be exercised as they among themselves determine, but in no event shall more than one vote be cast for each square foot.

Section 3. The second class of voting membership shall be the Grantor, who shall be entitled to one additional vote for each vote computed for it under the first class of voting membership. Such second class of voting membership will terminate three (3) years from the date this Declaration of Covenants, Conditions and Restrictions is placed of record by Grantor.

Section 4. The Association, in addition to all the powers set forth in its Articles together with its general powers as a non-profit corporation, and subject only to the limitations upon the exercise of such powers as are expressly set forth in its Articles, the By-Laws of the Association and the Drake Park Covenants, shall have the power to enforce any and all limitations, restrictions, covenants, conditions and obligations set forth in the Drake Park Covenants, any guidelines established from time to time by the Design Committee, and such other rules and regulations as may be promulgated by the Association. The Association shall further have the power and authority at any time, and without liability to any Owner to enter upon any Private Area or Non-Private Area for the purpose of enforcing any and all of the Drake Park Covenants, the guidelines of the Design Committee or any rules and regulations of the Association. The Association shall also have the power and authority from time to time, in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Drake Park Covenants.

ARTICLE III

USE AND PROTECTIVE COVENANTS

Section 1. Use. Each Owner shall permit the Non-Private Area of Project Land owned by such Owner to be used by the general public during normal business hours, in accordance with rules and regulations to be established by the Association from time to time.

Section 2. Maintenance. Each Owner shall maintain and keep in good repair all Project Land owned by such Owner, which maintenance obligations shall include, without being limited to, removal to designated areas of snow from roads, parking areas, walks, drives, malls, stairs, and other similar facilities, as necessary for their customary use and enjoyment; maintenance of grass, plants, trees and

shrubs so that all are attractively clipped or trimmed; maintenance of lighting provided for roads, parking, walks, drives, malls, stairs and other similar facilities; maintenance of roads, parking, walks, drives and loading areas as may be necessary or desirable for access to or full utilization of any Project Land or any improvements within Drake Park; and maintenance including both upkeep and appearance of all buildings, fences, walls, other structures, landscaping, or any improvements related thereto.

Section 3. Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices, except security and fire prevention devices used exclusively to protect the security of the Project Land and improvements located thereon, shall be placed or used on any Project Land.

Section 4. Trash. All garbage and trash shall be placed and kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring property or roads. The location of all trash and garbage containers must be approved by the Design Committee.

Section 5. Hazardous Activities. No activities shall be conducted on any Project Land and no improvements constructed on any Project Land which are or might be unsafe or hazardous to any person or property.

Section 6. Light and Odor. No light shall be emitted from any private area or living area which is unreasonably bright or causes unreasonable glare; and no odor shall be emitted on any Project Land which is noxious or offensive to others.

Section 7. Construction Period Exception. During the course of actual construction of any permitted structures or improvements, the provisions contained in Sections 1, 2, 3, 4, and 6 above shall be deemed waived to the extent necessary to permit such construction, provided that, during the course of such construction, nothing is done which will result in a violation of any said provisions upon completion of construction.

ARTICLE IV
ARCHITECTURAL CONTROL

Section 1. There shall be a Design Committee, consisting of three members, at least one of whom shall be an architect and shall be designated the architect member. The responsibility for appointment and removal of the members of the Design Committee shall rest solely in the Association which will appoint all members of the Committee.

Section 2. No building, fence, wall, other structure, parking, landscaping, or any improvements related thereto shall be commenced, erected or maintained upon

any Project Land, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Design Committee. In the event the Design Committee fails to approve or disapprove such plans and specifications within ninety (90) days after such plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with. The Design Committee shall have the power and authority to issue an estoppel certificate stating that any improvements or other work is conclusively presumed to be in compliance with Article IV.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. The Grantor hereby covenants, and each Owner of any Project Land by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Periodic assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Section 2. The periodic and special assessments, together with interest, costs, and reasonable attorney's fees for the collection of such assessments, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 3. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of Project Land and their invitees and licensees, for the improvement and maintenance of Project Land, and for all administrative and operational expenses incurred by the Association, including the Design Committee, in carrying out its purposes under the Drake Park Covenants.

Section 4. In addition to the periodic assessments authorized above, the Association may levy, in any assessment period, a special assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon Project Land, including fixtures and personal property related thereto, provided

that any such assessment shall have the approval of 51% of each class of voting membership.

Section 5. The Association shall fix the amount of each Owner's assessment at least thirty (30) days in advance of the due date of such assessment. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on each Owner have been paid.

Section 6. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Project Land subject to such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Private or Non-Private Areas or abandonment of the Project Land owned by such Owner.

Section 7. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any of the Project Land shall not affect the assessment lien. However, the sale or transfer of any of the Project Land pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Project Land from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

AMENDMENT OR REPEAL

Section 1. The Drake Park Covenants or any part thereof, as from time to time in effect with respect to all or any part of the Project Land, and any limitations, restrictions, covenants and conditions thereof, may be amended or repealed upon the happening of the following events:

A. The written consent of the Owners existing at that time of two-thirds (2/3) of all Project Land, approving the proposed amendment or amendments to these protective covenants; and

B. The recordation of a certificate of any officer of the Association setting forth in full the amendment or amendments so approved, including any portion or portions thereof repealed, and certifying that said amendment or amendments have been approved by not less than the Owners existing at that time of two-thirds (2/3) of all Project Land.

ARTICLE VII
ENFORCEMENT AND NON-WAIVER

Section 1. The Association, the Grantor, or any Owner shall have the right to enforce by any proceeding at law or in equity, any and all limitations, restrictions, covenants, conditions and obligations now or hereafter imposed by the Drake Park Covenants, any guidelines established from time to time by the Design Committee, and such other rules and regulations as may be promulgated by the Association.

Section 2. Each remedy provided for in the Drake Park Covenants is cumulative and not exclusive.

Section 3. The failure to enforce the provisions of any limitation, restriction, covenant, condition or obligation of the Drake Park Covenants shall not constitute a waiver of any right to enforce any such provision or any other provision of the Drake Park Covenants.

ARTICLE VIII
DURATION OF DECLARATION

Section 1. Each provision contained in the Drake Park Covenants which is subject to the laws or rules sometimes referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints on alienation shall continue and remain in full force and effect for the period of twenty-one years following the death of the survivor of Barry E. Cunningham, W. Sherman Weidner, Archie E. Cunningham, Julie M. Figura and the now living children of said persons, or until these Drake Park Covenants are terminated as hereinafter provided, whichever first occurs. All other provisions contained in these Drake Park Covenants shall continue and remain in full force and effect until terminated by recorded instrument, directing termination, in conformity with the provisions otherwise applicable to the amendment of these Drake Park Covenants.

ARTICLE IX
SEVERABILITY

Section 1. The limitations, restrictions, covenants, and conditions of these Drake Park Covenants shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or any portion thereof, of any such limitations, restrictions, covenants or conditions shall not affect the validity or enforceability of any other provision.

Section 2. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

IN WITNESS WHEREOF, the undersigned, being the Grantor herein, has hereunto set its hand this 1 day of February, 1974.

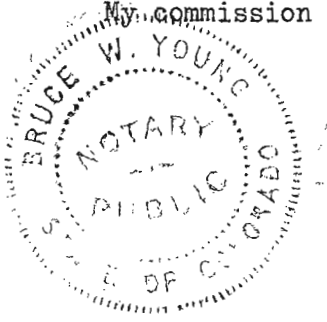
DRAKE ASSOCIATES, LTD.
Grantor

By: B. E. Cunningham
General Partner

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER

The foregoing instrument was acknowledge before me this 1 day of February, 1974, by Barry Cunningham.

My commission expires: 3/2/77



Witness my hand and official seal.
Bruce W Young
Notary Public

Recorded JUL 12 1974 at 10:18 o'clock A.M.
 Reception No. 93051 James P. Thompson

AMENDMENT TO DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS

1. This Amendment pertains to that Declaration of Covenants, Conditions and Restrictions, which was recorded on February 8, 1974 at Book 1588, Page 772, of the records of the Clerk and Recorder of the County of Larimer, and pertains to the following-described property:

A tract of land located in the East 1/2 of Section 26, T7N, R69W, of the 6th P. M., Larimer County, Colorado, being more particularly described as follows:

Considering the North Line of the East 1/2 of Section 26 as bearing N 90° 00' E, and with all bearings contained herein relative thereto:

Commencing at the North 1/4 Corner of said Section 26, thence along the said North Line, N 90° 00' E, 697.84 feet; thence, S 40° 44' 20" E, 65.99 feet to the True Point of Beginning. Thence, along the southern right-of-way of Drake Road N 90° 00' E, 561.54 feet; thence, S 00° 00' E, 386.59 feet; thence, N 90° 00' W, 390.94 feet to a point on the East bank of Larimer County No. 2 Canal; thence, along the said East bank N 10° 14' 00" W, 153.93 feet; thence, continuing N 26° 06' 00" W, 177.65 feet; thence, continuing N 40° 44' 20" W, 99.74 feet to the True Point of Beginning; and

A tract of land located in the East 1/2 of Section 26, T7N, R69W, of the 6th P. M., Larimer County, Colorado, being more particularly described as follows:

Considering the North Line of the East 1/2 of said Section 26 as bearing N 90° 00' E, and with all bearings contained herein relative thereto:

Commencing at the North 1/4 Corner of said Section 26, thence along the said North line, N 90° 00' E, 697.84 feet; thence, S 40° 44' 20" E, 65.99 feet; thence, along the southern right-of-way of Drake Road, N 90° 00' E, 561.54 feet to the True Point of Beginning. Thence, continuing along said right-of-way N 90° 00' E, 384.78 feet; thence, along the arc of a curve to the right whose radius is 15 feet and whose long chord bears S 44° 34' 45" E, 21.37 feet; thence, along the western right-of-way of Redwing Road, S 00° 50' 30" W, 368.72 feet; thence, continuing along the said right-of-way along the arc of a curve to the right whose radius is 270 feet and whose long chord bears S 06° 47' 39" W, 56.00 feet; thence, N 90° 00' W, 387.74 feet; thence, N 00° 00' E, 439.51 feet to the True Point of Beginning.

2. The undersigned is the Grantor as set forth in the aforementioned Declaration of Covenants, Conditions and Restrictions.

87
 400

