
RESTRICTIVE COVENANTS FOR PARKLAND ESTATES OF WELD COUNTY

A planned unit development (P.U.D.) consisting of the North 112, Section 8, Township 1 North, Range 68W of the 6th P.M., Weld county, Colorado.

1. DEDICATION AND INTENT -

The Park Land Associates (P.L.A.), a group of airplane enthusiasts, having pooled their money, talent and considerable effort, have planned and created an exclusive residential community, the Park Land Estates (P.L.E.) consisting of dwelling sites having taxi easements radiating to an unique common real property area of joint ownership and responsibility consisting of approximately (40) acres dedicated to the use of and for their aircraft and that of their guests.

Further, the P.L.A. not wishing or intending to cause a noise or hazard nuisance to either the public or to its own people do agree to limit any and all aircraft to be based on the P.L.E. to the light aircraft standards as defined by the Federal Aviation Administration (FAA.). Also, all such based aircraft shall comply with any and all regulations as enforced by the F.A.A. and the Environmental Protection Agency (E.P.A.) as empowered by the 92nd Congress in the Noise Control Act of 1972.

2. RESTRICTIVE COVENANT AGREEMENT -

All lot owners in the P.L.E. - P.U.D. shall be members of Parkland Estates, Inc., a Colorado corporation (P.L.E., Inc.) and shall be governed by these rules and covenants. The enforcement of these rules and covenants shall be the responsibility of the P.L.A. Trustees in accordance with paragraph 5. hereof.

3. OWNERSHIP AND USE OF COMMON REAL PROPERTY -

Certain property identified on the P.L.E. Final Plat will be developed and beneficially owned by P.L.E., Inc. and such property will be jointly used with equal privileges and responsibilities by all members of the P.L.A. and dedicated toward their pursuit of recreational sport flying and related activities.

4. CONTENTS OF COMMON REAL PROPERTY –

Approximately (40) acres consisting of a runway with its necessary clear areas to be built to F.A.A. utility aircraft standards.

A tie down, hangar building area for the exclusive use of all P.L.A. members and guests aircraft storage and display. Additional improvement to be included within this area may consist of, but not be limited to club house building, maintenance equipment and storage building, underground gasoline storage and parking area for autos.

An open area of approximately (4) acres dedicated for picnic activities, recreational sport activities (tennis, swimming, etc.) and similar common areas.

5. RESPONSIBILITIES

P.L.E., Inc. shall be solely responsible for all maintenance, taxes and improvements of the common real property. Internal governing by-laws necessary for a democratic use of these premises shall be the responsibility of the P.L.A. trustees, which is in accordance with Trust Agreement dated August 27, 1972 and, said trustees shall have powers as are necessary to bring suit, negotiate and do all other necessary things to enforce these covenants for and on behalf of the owners of lots in the Park Land Estates subdivision in Weld County, Colorado. Title to all Common Real Property shall be vested in the Trustees for the period of duration of these covenants for the use of the members of P.L.A., Inc. The Trustees are further empowered to levy such assessments against the owners of lots in P.L.E. as shall be reasonably necessary from time to time to off-set expenses incurred for the maintenance, taxes and upkeep of the Common Real property. Any such assessment shall be required to be paid in full within (20) days after date of notice thereof is given to a lot owner by registered mail. Failure by a lot owner to pay such assessment, when due, shall mean the Trustees shall have a right to(a) file a lien upon the lot against which the assessment is levied and (b) bring an action for judicial foreclosure of said lien in accordance with the laws of Colorado. Any such unpaid lien shall bear interest at the rate of (12%) per annum from the date of its filing. The owner of the lot charged shall also be responsible for all costs, expenses and reasonable attorney fees incurred on account of any such foreclosure.

6. ARCHITECTURAL CONTROL COMMITTEE -

There will be an Architectural Control Committee (AC-C.) to consist of (6) members of P.L.E., Inc., who shall be appointed by the P.L.A. trustees or as appointed by their successors after the time the trust is dissolved.

Each A.C.C. member will serve a term of (3) years, beginning on the date that he received and accepted appointment to serve.

In the event of the death, inability or refusal to act of any of the A.C.C. members, the trustees (or their successors, if the trust has expired) may appoint a substitute A.C.C. member; and such A.C.C. member shall thereupon succeed to all the rights and duties of his predecessor.

7. ACTION BY ARCHITECTURAL CONTROL COMMITTEE -

The A.C.C. may provide rules governing its procedures pertaining to a quorum, application forms, posting of notices and similar matters. It is expressly provided that any person acting pursuant to an instrument in writing signed by one or more members of the A.C.C. and by its terms purporting to reflect a duly authorized action of the A.C.C. shall be duly protected in the premises and shall not thereafter be enjoined, restrained, hindered, delayed or penalized in such regard. (The P.L.A. trustees are hereby empowered to enforce the rules promulgated by the A.C.C., and such enforcement may be pursued at law or in equity in any Colorado Court of competent jurisdiction). Enforcement shall be by proceedings at law or in equity against any person or persons violating any covenant to restrain violations or to recover damages and shall in no way subject any individual trustee or the trustees to personal liability so long as said trustee or trustees were acting in good faith in accordance with the tenor of these covenants.

8. SEVERABILITY -

Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity of any other provisions, which will remain in full force and effect.

9. RE-SUBDIVISION -

No lot owner may re-re-subdivide his property until after June 6, 2053, and then, only if the Weld County authorities and the State Division of Water Resources (and/or their respective successors) are assured that water and sewer facilities are sufficient to serve the re-subdivided lands, and that re-subdivision complies with all of the requirements of Weld County then applicable to such re-subdivision.

10. AIRCRAFT STANDARDS -

Each aircraft operator shall abide by all rules, regulations, and standards set forth by the P.L.A. trustees or successors concerning the operation of same in or near the P.L.E. subdivision.

It is not the intent or purpose of P.L.A. to create or condone a commercial aircraft environment, but rather aviation of a private or sport nature. Crop dusting, flight instruction for profit, commercial aircraft activities and/or maintenance for profit will not be allowed in the P.L.E. subdivision.

No visiting aircraft will be allowed to remain anywhere on the P.L.E. subdivision for an accumulated period in excess of (10) days during any (12) month period without written permission from the P.L.A. trustees or successors.

Except for visiting aircraft, no P.L.E., Inc. member shall supply parking space for any aircraft which is not owned (at least 1/4th) by a P.L.E., Inc. member or a member of his immediate family.

Neither any P.L.E., Inc. member nor the P.L.A. trustees shall knowingly allow any visiting aircraft to be anywhere on the P.L.E. PUD until the aircraft operator responsible for the liability of the aircraft has signed a liability release and has filed it with the P.L.A. trustees. This liability release shall release all P.L.E., Inc. members and the trustees individually and collectively, from liability of any kind for the aircraft, any and all occupants and contents while any or all of these are on P.L.E. subdivision common real property.

12. LAND USE, MAINTENANCE OF PREMISES -

a. No plot shall be used for any type of storage of house trailers, trucks, machinery, heavy equipment, goods, wares, merchandise, material, rock, gravel, sand, earth or the like except for the storage of such materials in connection with the construction of the improvements.

b. No trash or other refuse may be thrown, deposited or dumped on any lot or P.L.A property. Each lot and the improvements constructed thereon shall be kept in a sanitary and sightly condition at all times. If the lot owner does not comply, the lot will be cleaned by order of the P.L.A. trustees at the owner's expense. Excessive growth of weeds on a lot is to be regarded as an unsightly condition. Irrigation of lawn(s), gardens or other areas on each individual lot shall be restricted to an area not to exceed 10,000 square feet per lot. The balance of any lot shall be used, inter, for construction of a single family residence and accompanying garage facilities.

c. No noxious or offensive trade or activity shall be conducted as to become an annoyance or nuisance to the neighborhood, or that could depress property security and value.

d. The aircraft runway to be constructed in P.L.E. shall not be paved without the prior approval of the Board of county commissioners of Weld County. At such time as paving does occur, retention ponds shall be constructed on the premises by P.L.E., Inc. to retain additional drainage flows resulting from the paving of the runway. Such retention ponds shall be constructed in accordance with plans approved by Weld County authorities. The operation and maintenance of the ponds shall be the responsibility of P.L.E.

13. LAND USE, RESTRICTION AND LIMITATIONS -

a. Subject to Weld County and F.A.A. rules and regulations, outside aerials or antennas, such as TV, amateur, FM, CB radio, communications etc., must be approved by the A.C.C. before erection.

b. Antennas must also meet Weld County, F.C.C. and FAA. requirements for lighting and height.

c. No trees may be planted of a species where they potentially would grow to a height contrary to F.A.A. recommendations in regards to the safety of the normal traffic pattern.

d. Overnight parking of vehicles of any type will not be permitted on streets or roadways.

e. No partial vehicle, part from a vehicle, vehicle under construction or repair, damaged aircraft or non-operable vehicles shall be stored or parked in the open or plain view at any time. Exceptions will be for displays only and permission must be in writing from the P.L.A. trustees or successors.

f. Only currently airworthy aircraft and operable vehicles (including utility vehicles with current licenses and state inspection stickers, (if required), will be allowed to park on the common runway or adjacent facilities.

g. No vehicle other than aircraft or airpark maintenance vehicles shall be operated or parked on taxiways or runway at any time.

h. Illumination of any plot must be installed so as not to distract or annoy adjoining property owners or traffic on roadways, runways and taxiways.

i. A.C.C. may, upon investigation, require the owner to alter illumination sources to eliminate a light nuisance.

j. No sign or any kind shall be displayed to the public view on any plot except:

A professional sign of not more than 1 square foot.

A sign of not more than 5 square feet advertising the property for sale or rent.

A house street number not exceeding 2 square feet in size.

A sign naming who the residents are which does not exceed 1 square foot per resident.

Neither neon signs, nor signs of a flashing or animated nature will be allowed.

Provided, all of the above are also subject to Weld County regulations.

14. FENCES-

Will not be allowed within any of the aircraft taxi easements as shown on the final P.L.E. plat. Any and all fences must be approved by the A.C.C. prior to erection.

15. SAFETY MEASURES –

Except for heating, cooking and cleaning purposes, no flammable liquid may be stored above ground and outside of a structure in any container exceeding 5 gallon capacity.

16. LIVESTOCK AND PETS -

a. Pets and animals may be kept on the owners' lots as long as the owner maintains and restricts them to the degree that they present no safety, health hazard or nuisance to neighbors or aircraft operations. Safety, health hazard or nuisances includes, but is not limited to insects, noise and smell. Unleashed animals or pets within any of the P.L.E., Inc. property or taxiways will be considered a safety hazard. Caution is stressed toward such practice as the aircraft shall at all times have the right-of-way within these areas. Complaints from other members shall result in a hearing before the A.C.C. If the A.C.C. decides that any or all animals shall be removed from the P.L.E., Inc. member's lot. The member shall remove the specified animals within (10) days of the decision.

b. Only (3) major animals of (80 pounds or more) will be allowed on any lot.

c. More than (3) major animals may be allowed by the A.C.C. provided that in their opinion the animals will be properly cared for, and will not constitute a nuisance of any kind to any part of the balance of the community, and that the keeping of such animals shall be in accord with Weld County regulations.

d. The raising of livestock for commercial gain is disallowed as this is primarily a residential community.

e. Care of all animals and household pets must be in a manner consistent with good animal husbandry.

17. TEMPORARY AND/OR PERMANENT STRUCTURES –

a. Temporary residence facilities will be governed by Weld County regulations.

b. No structure, addition thereto, or modifications thereof shall be started, placed, erected, installed or completed without written approval of the A.C.C. and the proper Weld County permit.

c. Two sets of plans which clearly illustrate any proposed structures locations, layout and standards of construction shall be submitted to the A.C.C., one set shall be returned to the member submitting, with the comments of the A.C.C. attached thereto. The other set shall be retained by the A.C.C. for use in inspection of the structure by members of the A.C.C.

Should the A.C.C. fail to approve or disapprove said plans within (10) days after submission, then such approval will not be required and the requirements of these covenants will be deemed to have been met. The member will allow the A.C.C. to inspect the structure at any reasonable time during construction as often as deemed necessary by the A.C.C.

It is not the purpose of these covenants to restrict either the style of architecture or the type of materials to be used in building construction. It is anticipated that there will be a great variation in these areas. However, structures such as unattractive pole barns or hangars, unfinished corrugated sheet metal siding and/ or roofing and other materials and methods comparable to these will not be allowed.

No residence or building shall be erected such that any part is within 50 feet of any street or 30 feet from any lot line or taxiway easement. Special cases will be considered where the owner shows that hardship is created by peculiar lot geometry, and sub-

ject also to any variance requirement imposed by Weld County regulation.

The exterior of any building shall be completed within one year after foundation work is begun. The A.C.C. will be notified as to the beginning date prior to commencing construction.

Any residence having a maximum of (2) stories shall have a minimum "main living floor area of 1200 square feet. "Main living floor area" excludes any patio, porch, attic, garage, breezeway, workshop, basement or similar, except any basement having at least (40%) of its average interior wall height above grade may be considered "main living area provided this area is finished to livable standards.

Total height of any structure, exclusive of chimneys, will not be more than (25) feet above the finish grade. Finish grade shall not exceed more than (2) feet above existing natural grade unless additional grading is proven to be necessary for proper drainage.

No outbuilding of more than 2,500 sq. ft. may be constructed on any lot. Open faced structures shall be screened by fences or plantings in such a way they do not present an objectionable view from the street or adjacent sites.

No part of any building or structure shall be within any aircraft easement, or within a distance from the runway which would conflict with F.A.A. recommendations.

18. MAINTENANCE OF WATER AND/OR SEWER MAINS, FACILITIES AND STORM DRAINAGE –

The P.L.A. trustees shall be responsible for the operation, repair and maintenance of all water wells, pumps, water, sewer and storm drainage mains and facilities within the P.L.E. community. Septic systems, water and sewer laterals extending from a lot line to an individual residence shall be the responsibility of the owner of the residence served by same. The P.L.A. trustees are empowered to levy such assessments against the owners of lots in the P.L.E. subdivision as shall be necessary from time to time to exercise the intent of this provision. Payments and enforcement for the collection such levies and/or assessments shall be ac-

completed by the P.L.E. trustees in the same manner as prescribed in paragraph 5. of these covenants. Provided, that if at a future date, the Agreement between P.L.E., Inc. and the Erie Water and Sanitation District dated November 11,1974 becomes operative, then said Agreement shall govern as to sewer mains and facilities within the P.L.E. subdivision and the P.L.E. trustee are hereby directed and empowered to implement the performance of said Agreement on behalf of P.L.E., Inc.

19.-

These covenants run with the land, and shall be binding on all persons claiming under them for a period of (2) years from the date of recording after which time said covenants shall be automatically extended for successive periods of (5) years unless there is executed an instrument signed by a majority of the then owners of the plots, agreeing to change said covenants in whole or in part. Provided, any such change shall first require approval of a majority of Weld County Board of Commissioners before becoming effective.

IN WITNESS WHEREOF, the trustees of Park Land Estates, Inc. have here unto set their hands and seals on this ___ day of _____, 1977 hereby declaring the real property first described above to be subject to the restrictive covenants contained within.

(signed) - James R. Ernst
James R Ernst

(signed) Dean E Cochran
Dean E. Cochran

(signed) Thomas N. Gautier
Thomas N. Gautier

(signed) Doris J. McFeeters
Doris J. McFeeters

(signed) Donald A. Mobley
Donald Mobley

(signed) Kenneth G. Tallman
Kenneth G Tallman

(signed) *Darrell D. Dugger*
Darrell D. Dugger

Recorded January 18, 1978 Weld County Book 820 Rec. No. 1741822