

Laurale & Dean Cross  
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January 4, 2016

Three Elk Run Homeowners Association (TERHA)  
Tony May, President  
0723 Elk Run Rd  
New Castle, CO 81647  
(970) 274-0078

RE: NOTICE OF IMMEDIATE REMOVAL OF TEMPORARY BUILDING

Dear Mr. and Mrs. Cross,

It has been brought to the Three Elk Run Homeowners Association (TERHA) attention that a temporary structure, a shed, was delivered to your residence on January 4, 2016.

**NOTICE OF ACTION:** The shed will need to be removed from the property within 30 days of the date of this notice. If the violation exists or continues after the expiration of the 30 day period, a \$50 (fifty dollar) per day levy will be enforced.

Under TERHA covenants, this type of structure is not allowed, nor was it approved by the ACC. Please see attached Covenant #3, #8, #21.

3. Limitations on Structures: Single Family Residential Use Only. The property in the Subdivision is intended to be developed for single-family residential purposes only with all structures designed to blend into and complement the natural surroundings.

8. No Temporary Structures. No structures of a temporary character, trailer, basement, shack, garage, barn, or any other outbuildings of any description shall be used on any lot, except on a temporary basis not exceeding nine (9) months by the Owner or construction contractor constructing a dwelling on a lot. Provided however, that one (1) tepee shall be allowed per lot. Compliance with the Garfield County Regulations is required with respect to such temporary structure permitted under this paragraph.

21.1 No improvements of any kind, including, but not limited to, dwelling houses, garages, fences, swimming pools, tennis courts, parking areas, drives, antennas, flagpoles, walks, and every other type of improvement, shall ever be constructed or altered on any lands within the Subdivision, nor may any vegetation be altered or destroyed, nor any landscaping performed on any tract unless three (3) complete sets of architectural plans and specifications for such construction, alteration, or landscaping are submitted to the ACC and approved in writing prior to the commencement of such work. All decisions of the ACC shall be in writing. One (1) set of plans and specifications shall remain on file and become a permanent record of the ACC. If the ACC fails to take any action within thirty (30) days after complete architectural plans and specifications for such work have been submitted to it, then all such architectural plans shall be deemed to be approved; provided, however, that no uses may be authorized or deemed approved unless adequate water resources are available to sustain such use. This provision is not to be construed to require plans for the planting of gardens and the planting of flowers and decorative plants immediately adjoining the main dwelling or on decks and patios. Additionally, this provision is not to be construed to require plans for any activity required for the purposes of fire mitigation and/or noxious weed control or removal.

This letter is issued under covenant #16, Enforcement of Covenants and Restrictions.

16. Enforcement of Covenants and Restrictions.

1. Right of Action. The Association, acting by and through its board of directors, shall have the right to prosecute any action to enforce the provisions of all of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of the lands within the Subdivision. In addition, each Owner of the land within the Subdivision, including the Association, shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. The prevailing party in any enforcement action shall be entitled to an award of its reasonable costs and attorneys' fees. After thirty (30) days' written notice to any Owner of a violation of these Covenants, and the Owner's failure to eliminate or cure said violation, the Association, in addition to the other remedies set forth herein, may levy a penalty of \$50.00 per day every day the violation exists or continues after the expiration of said thirty-day period.

Sincerely,

Tony May  
President, Three Elk Run Homeowners Association.

cc/Amy Luetke