

Dean and Laurale Cross  
0396 Elk Run Road  
New Castle, CO 81647  
(970) 261-2367  
Deancross1959@yahoo.com

December 8, 2017

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,

The Three Elk Run Homeowners Association (TERHA) brings attention to the temporary structure, a shed, placed on your property within direct view of the road. The previous correspondence sent to you explained that the shed was in violation of the TERHA covenants. You replied stating that you were going to build a permanent structure to replace but the ACC has not received plans. TERHA wishes and is prepared to enforce the covenants in full force of the law to have the structure removed.

**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, #3.7, #3.8, #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.

**3.7 No building shall be erected by means of other than new construction, it being the purpose of this covenant to ensure that old buildings will not be moved from previous locations and placed upon a lot.**

3.8 All structures shall be constructed so as the exterior is of either brick, stone, lumber, stucco, or a combination thereof. Interior materials may be at the discretion of the Owner provided that the exterior appearance is of the materials stated above and approved by the ACC. Preference shall be given to stone and stucco by the ACC. The use of cinderblock shall not be allowed unless it is faced with another material herein approved. All roofs shall be finished with approved, non-combustible roofing materials, wherein wood shake shingles are specifically prohibited. United States Forest Service and Colorado State Forester Wildfire Prevention guidelines should be incorporated into residential site planning and design.

**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, Landon Anderson, Kyle Whitaker, Andrew Bisharat