

MCS97RF5

TYPE OF RECORD: DEED (QC)

CATEGORY OF RECORD: PERMANENT

NAME OF AGENCY OR CONTRACTOR: MESA COUNTY SCHOOL DISTRICT  
NO. 51

STREET ADDRESS/PARCEL NAME/SUBDIVISION: RIDGES FILING NO. 5  
QUIT CLAIM DEED, LOT 1 BLOCK 22

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1807324 0234PM 07/28/97  
MONIKA TODD CLK&REC MESA COUNTY CO  
DOCUMENT FEE \$EXEMPT

QUITCLAIM DEED

Grantor, MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51, a Colorado Public School District, whose address is 2115 Grand Avenue, Grand Junction, CO 81501, for the consideration of Ten Dollars (\$10.00), in hand paid, hereby sells, conveys and quitclaims to THE CITY OF GRAND JUNCTION, a Colorado Home Rule Municipality, whose legal address is 250 North Fifth Street, Grand Junction, CO 81501, the following real property, consisting of vacant land, in the County of Mesa, and State of Colorado, to wit:

Lot 1 in Block 22 of THE RIDGES FILING NO. FIVE, Mesa County, Colorado;

with all its appurtenances

Signed this 22 day of July, 1997.



MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51

By [Signature]  
DEBRA JOHNS, President

Attest: [Signature]  
MARY KALENIAN, Secretary

STATE OF COLORADO )  
                                      : ss.  
COUNTY OF MESA         )

The foregoing instrument was acknowledged before me this 22 day of July, 1997, by DEBRA JOHNS, as President and MARY KALENIAN, as Secretary, of the MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51 Board of Education.

Witness my hand and seal.  
My commission expires: 12-2-97



[Signature]  
Notary Public

AGREEMENT TO AMEND/EXTEND CONTRACT

February 5, 1997

Re: Contract to Exchange Real Estate dated August 6, 1996, between the City of Grand Junction, a Colorado home rule municipality ("the City"), and Mesa County Valley School District No. 51 ("the School District"), relating to the exchange of real property in the County of Mesa, State of Colorado.


The City and the School District hereby agree to amend the aforesaid Contract as follows:

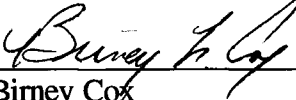
1. The date for closing and delivery of deed, as stated in paragraph 7 of said Contract, is changed to March 14, 1997, or, by mutual agreement, at an earlier date. Pursuant to paragraph 9 of said Contract, possession of the respective properties shall be delivered on the date of closing.

All other terms and conditions of said contract shall remain the same.

The City of Grand Junction, a  
Colorado home rule municipality

Mesa County Valley School District  
No. 51

  
\_\_\_\_\_  
Tim Woodmansee  
City Property Agent

  
\_\_\_\_\_  
Birney Cox  
Business Director

B - 1334

P - 736 thru 747



April 15, 1994

City of Grand Junction, Colorado  
250 North Fifth Street  
81501-2668  
FAX: (303) 244-1599

Mr. Mike Serra, III  
Mesa County Facilities Manager  
P.O. Box 20000  
Grand Junction, CO 81502-5024

Dear Mike:

Pursuant to our telephone conversation of April 14, I have enclosed a Quit Claim Deed and Plat Map for Lot 1 of Block 22 in the Ridges Filing No. Five.

This property was conveyed by the Ridges Development Corporation to the Board of County Commissioners and the Ridges Metropolitan District on September 22, 1981, by Warranty Deed recorded in Book 1334 at Page 736 in the office of the Mesa County Clerk and Recorder. Since the City has now in effect become the Ridges Metropolitan District, this parcel is owned jointly by the City and Mesa County.

The City Parks and Recreation Department would like to have clear title to this property so that it may develop this site as a public park.

Thanks for your assistance. Please do not hesitate to contact me at 244-1565 if you require additional information.

Sincerely,

A handwritten signature in cursive script that reads "Tim Woodmansee".

Tim Woodmansee  
City Property Agent

Enclosures.

cc: Mr. Don Hobbs, City Parks Manager

\$95,294 held in lieu of land until land  
could be conveyed.

Dan: Please return w/ any comments by  
tomorrow, 8/15, so I can attach  
resolution & Agreement -  
Dan W.

**CITY COUNCIL**

**Date: August 21, 1996**

**CITY OF GRAND JUNCTION**

**Staff: Dan Wilson, City Attorney**

**ACTION REQUESTED:** Resolution authorizing the exchange of real property with Mesa County Valley School District No. 51.

**EXECUTIVE SUMMARY:** As directed by the City Council, staff has negotiated an agreement with School District 51 to exchange approximately 10 acres of the City owned Brice property, located north of Appleton School, for the School District's ownership interest in Lot 1, Block 22 of the Ridges Filing No. 5. The Board of Education approved the agreement at their August 6 meeting.

**BRICE PROPERTY BACKGROUND:** The Parks Improvement Advisory Board purchased the 22.46 Brice property and the adjoining 55 acre Berry property as a regional park site in 1980. The Parks, Recreation and Open Space Master Plan of 1993 and 1994 concluded that these properties are not suitably located for parks purposes. These lands are located outside of the 201 sewer boundary and would be extraordinarily expensive to develop under City standards. The plan consequently recommended that the land be sold and that the proceeds be used to fund development of Canyon View Sports Complex at 24 & G Roads. Voter approval to dispose of the Brice and Berry properties was obtained at the April 5, 1995 municipal election.

Appleton Elementary School is located immediately south of the Brice property. With the understanding that the City will be marketing the Brice property for sale, the School District wished to obtain adjoining acreage to accommodate future expansions to Appleton School.

**BACKGROUND RIDGES PROPERTY:** The original Overall Development Plan for the Ridges identified approximately 6.5 acres to be set aside as a possible school site. As a condition of approval for the Ridges Filing No. 5, the Mesa County Commissioners required the Ridges Development Corporation to dedicate the proposed school site by Warranty Deed. Equal title was conveyed to Mesa County and the Ridges Metropolitan District, to be held in trust for School District 51. Following annexation of the Ridges, all properties owned by the Ridges Metropolitan District were deeded to the City, including the proposed school site. Mesa County deeded its interest to the City in 1995. The City now holds title to this property in trust for the School District. Shortly after the School District determined that this property is not necessary for school purposes, the Parks and Recreation Advisory Board recommend the property be identified for future park development.

**REQUIREMENTS:** Splitting off 10 acres from the Brice property will require Mesa County's approval of a boundary line adjustment. The agreement requires the City to survey the property, prepare a plat, set monuments and develop legal descriptions. The School District is required to take all other action and pay for all other expenses required to obtain the County's approval.

**RECOMMENDATION:** Approve the agreement and authorize staff to take all actions necessary to effectuate the exchange.

# CHICAGO TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

### ISSUED BY:

WESTERN COLORADO TITLE CO.  
521 Rood Avenue  
Grand Junction, Colorado 81501  
(970) 243-3070  
Fax (970) 243-9556

CHICAGO TITLE INSURANCE COMPANY

By:

*Richard L. Pella*  
President.

ATTEST:

*Thomas J. Adams*  
Secretary.



*Armen H. Jansen*  
Authorized Officer or Agent

## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any claim of loss or damage, whether or not based on negligence, which arises out of the status of the title to the estate or interest or the lien of the insured mortgage covered hereby, or any action asserting such claim, shall be restricted to the provisions and Conditions and Stipulations of this Commitment.



WESTERN COLORADO TITLE CO.  
P.O. BOX 178  
521 ROOD AVENUE  
GRAND JUNCTION, CO 81502-0178

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE

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Purported Street Address: VACANT, GRAND JUNCTION, CO 81503

Order File Number: 96-6-33K

TAX SCHEDULE NO.: 2945-202-16-941

Customer Service: KARIN

SCHEDULE A

1. Effective date of this Commitment is May 30, 1996 at 8:00 a.m.
2. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

THE CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPALITY

3. Policy or policies to be issued:	AMOUNT	PREMIUM
(a) ALTA Owner's Policy Proposed Insured	TO BE DETERMINED	\$ 00.00

A BUYER TO BE DETERMINED

(b) ALTA Loan Policy  
Proposed Insured

TAX CERTIFICATE AMOUNT  
ENDORSEMENT FORMS

CONTINUED NEXT PAGE

SCHEDULE A (CONT.)

Order File Number: 96-6-33K

4. The land referred to in this Commitment is described as follows:

Lot 1 in Block 22 of  
THE RIDGES FILING NO. FIVE,  
Mesa County, Colorado.

Continued Next Page

SCHEDULE B - SECTION 1

REQUIREMENTS

Order File Number: 96-6-33K

The following are requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. Deed from MESA COUNTY VALLEY SCHOOL DISTRICT 51 to THE CITY OF GRAND JUNCTION conveying the land described in Schedule A, herein.
2. Certified copy of Resolution of the School Board authorizing the conveyance.
3. Deed from THE CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPALITY to A BUYER TO BE DETERMINED conveying the land described in Schedule A, herein. ?

NOTE: Colorado Law requires that a Real Property Transfer Declaration accompany documents conveying title to real property when such documents are presented for recording. Failure to provide such Declaration may result in monetary penalties being added to property taxes.

NOTE:

The Company hereby reserves the right to examine the Public Records for possible judgments or liens against the purchaser or purchasers of herein described property, and this commitment is subject to further requirements as is deemed necessary.

4. Ordinance properly effected and executed by the appropriate body of the City of Grand Junction authorizing the conveyance called for in Requirement No. 1 above. ?

CONTINUED NEXT PAGE

SCHEDULE B - SECTION 2

EXCEPTIONS

Order File Number: 96-6-33K

The policy or policies to be issued will contain exceptions for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment; and exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter, furnished, imposed by law and not shown by the public records.
5. Taxes and assessments which are a lien or due and payable; and any tax, special assessments, charges or lien imposed for water or sewer service, or for any other special taxing district, any unredeemed tax sales.
6. Reservation, as set forth in United States Patent recorded January 24, 1913 in Book 163 at Page 298 as follows: "Herein described property subject to the right-of-way for ditches and canals constructed by authority of the United States."
7. Reservation, as set forth in United States Patent recorded December 10, 1919 in Book 230 at Page 143 as follows: "Herein described property subject to the right-of-way for ditches and canals constructed by authority of the United States."
8. All easement(s) across herein described property as shown on the Plat of said subdivision.
9. Restrictions, which do not contain a forfeiture or reverter clause, as contained in instrument recorded September 30, 1980, in Book 1277 at Page 856.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Ridges Development Corp., William F. Foster, President, Warren E. Gardner, Secretary/Treasurer, is the owner of that real property situated in the County of Mesa, State of Colorado and being a part of Section 20, Township 1 South, Range 1 West of the 11th Meridian as shown on the accompanying plat thereon, said real property being more particularly described as follows:

Commencing at the NE Corner of the NW 1/4 NE 1/4 of said Section 20: Thence N 89° 49' 05" W along the north line of the NW 1/4 NE 1/4 of said Section 20 a distance of 986.24 feet; Thence S 37° 31' 14" W 373.13 feet to the TRUE POINT OF BEGINNING; Thence S 51° 04' 20" E 222.12 feet; Thence S 40° 29' 30" W 326.06 feet; Thence S 05° 20' 15" E 289.55 feet; Thence S 79° 41' 45" W 69.26 feet; Thence N 40° 36' 05" W 142.65 feet; Thence along the arc of a curve to the left whose radius is 310.00 feet and whose long chord bears N 15° 28' 09" W 91.58 feet; Thence along the arc of a curve to the right whose radius is 200.00 feet and whose long chord bears N 05° 27' 15" E 120.79 feet; Thence along the arc of a curve to the left whose radius is 50.00 feet and whose long chord bears S 23° 42' 42" W 94.70 feet; Thence S 85° 01' 45" E 158.50 feet; Thence along the arc of a curve to the left whose radius is 170.00 feet and whose long chord bears N 69° 34' 42" E 145.79 feet; Thence S 50° 52' 29" E 105.99 feet; Thence S 66° 50' 49" E 47.33 feet; Thence S 33° 00' 00" W 71.87 feet; Thence along the arc of a curve to the left whose radius is 135.00 feet and whose long chord bears S 12° 00' 00" E 190.92 feet; Thence S 45° 08' 16" E 40.49 feet; Thence along the arc of a curve to the right whose radius is 171.65 feet and whose long chord bears S 36° 28' 25" W 48.85 feet; Thence S 64° 39' 14" W 300.61 feet; Thence along the arc of a curve to the right whose radius is 75.00 feet and whose long chord bears S 83° 43' 44" W 49.02 feet; Thence N 77° 11' 46" W 70.00 feet; Thence S 12° 48' 14" W 260.55 feet; Thence along the arc of a curve to the left whose radius is 175.00 feet and whose long chord bears S 09° 03' 43" E 130.35 feet; Thence along the arc of a curve to the right whose radius is 125.00 feet and whose long chord bears S 12° 23' 56" E 83.57 feet; Thence S 08° 07' 48" W 18.28 feet; Thence along the arc of a curve to the right whose radius is 20.00 feet and whose long chord bears S 48° 57' 24" W 26.15 feet; Thence S 00° 13' 00" E 80.00 feet; Thence along the arc of a curve to the right whose radius is 210.00 feet and whose long chord bears S 86° 02' 36" E 30.57 feet; Thence S 81° 52' 12" E 201.93 feet; Thence S 14° 17' 00" E 380.99 feet; Thence S 50° 31' 05" W 317.42 feet; Thence N 73° 52' 00" W 335.71 feet; Thence N 36° 13' 27" W 244.71 feet; Thence N 39° 51' 00" W 121.67 feet; Thence N 30° 57' 24" W 145.53 feet; Thence along the arc of a curve to the right whose radius is 290.00 feet and whose long chord bears N 39° 28' 03" W 396.89 feet; Thence along the arc of a curve to the left whose radius is 260.00 feet and whose long chord bears N 12° 37' 37" W 146.29 feet; Thence N 28° 58' 00" W 106.52 feet; Thence along the arc of a curve to the right whose radius is 370.00 feet and whose long chord bears N 05° 45' 10" E 421.47 feet; Thence along the arc of a curve to the left whose radius is 290.00 feet and whose long chord bears N 27° 14' 10" E 132.80 feet; Thence N 14° 00' 00" E 65.00 feet; Thence along the arc of a curve to the left whose radius is 360.00 feet and whose long chord bears N 01° 36' 55" W 220.53 feet; Thence N 66° 46' 10" E 80.00 feet; Thence along the arc of a curve to the left whose radius is 440.00 feet and whose long chord bears N 27° 08' 25" W 50.00 feet; Thence N 58° 57' 00" E 163.87 feet; Thence S 44° 10' 50" E 99.39 feet; Thence S 69° 23' 16" E 54.27 feet; Thence S 48° 35' 48" E 55.79 feet; Thence N 85° 06' 40" E 92.27 feet; Thence N 17° 21' 30" E 93.49 feet; Thence S 82° 14' 50" E 166.82 feet; Thence S 44° 53' 30" E 119.99 feet; Thence N 00° 00' 00" E 169.89 feet; Thence N 51° 37' 20" W 137.95 feet; Thence N 17° 36' 45" E 85.00 feet; Thence N 67° 36' 50" E 270.51 feet; Thence N 23° 50' 19" E 193.49 feet to the TRUE POINT OF BEGINNING, containing 42.524 acres.

That said owners have caused the said real property to be laid out and surveyed as The Ridges, Tiling No. Five, a subdivision of a part of Mesa County, Colorado.

That said owner does hereby dedicate and set apart all of the streets and roads as shown on the accompanying plat to the use of the public forever, and hereby dedicates to the public utilities those portions of said real property which are labeled as utility easements on the accompanying plat as perpetual easements for the installation and maintenance of utilities, irrigation and drainage facilities, including but not limited to electric lines, gas lines, telephone lines; Together with the right to trim interfering trees and brush; with perpetual right of ingress and egress for installation, maintenance and replacement of such lines. Said easements and rights shall be utilized in a reasonable and prudent manner.

That all expense for street paving or improvements shall be furnished by the seller or purchaser, not by the County of Mesa.

IN WITNESS WHEREOF said owners have caused their names to be herunto subscribed this 12th day of September, A.D., 1960.

William E. Foster
Ridges Development Corp.
William E. Foster, President

Warren E. Gardner
Ridges Development Corp.
Warren E. Gardner, Secretary/Treasurer

STATE OF COLORADO
COUNTY OF MESA

The foregoing instrument was acknowledged before me this 12th day of September, A.D., 1960 by William E. Foster, President and Warren E. Gardner, Secretary/Treasurer of Ridges Development Corporation.

My commission expires: 6-21-82

Witness my hand and official seal.

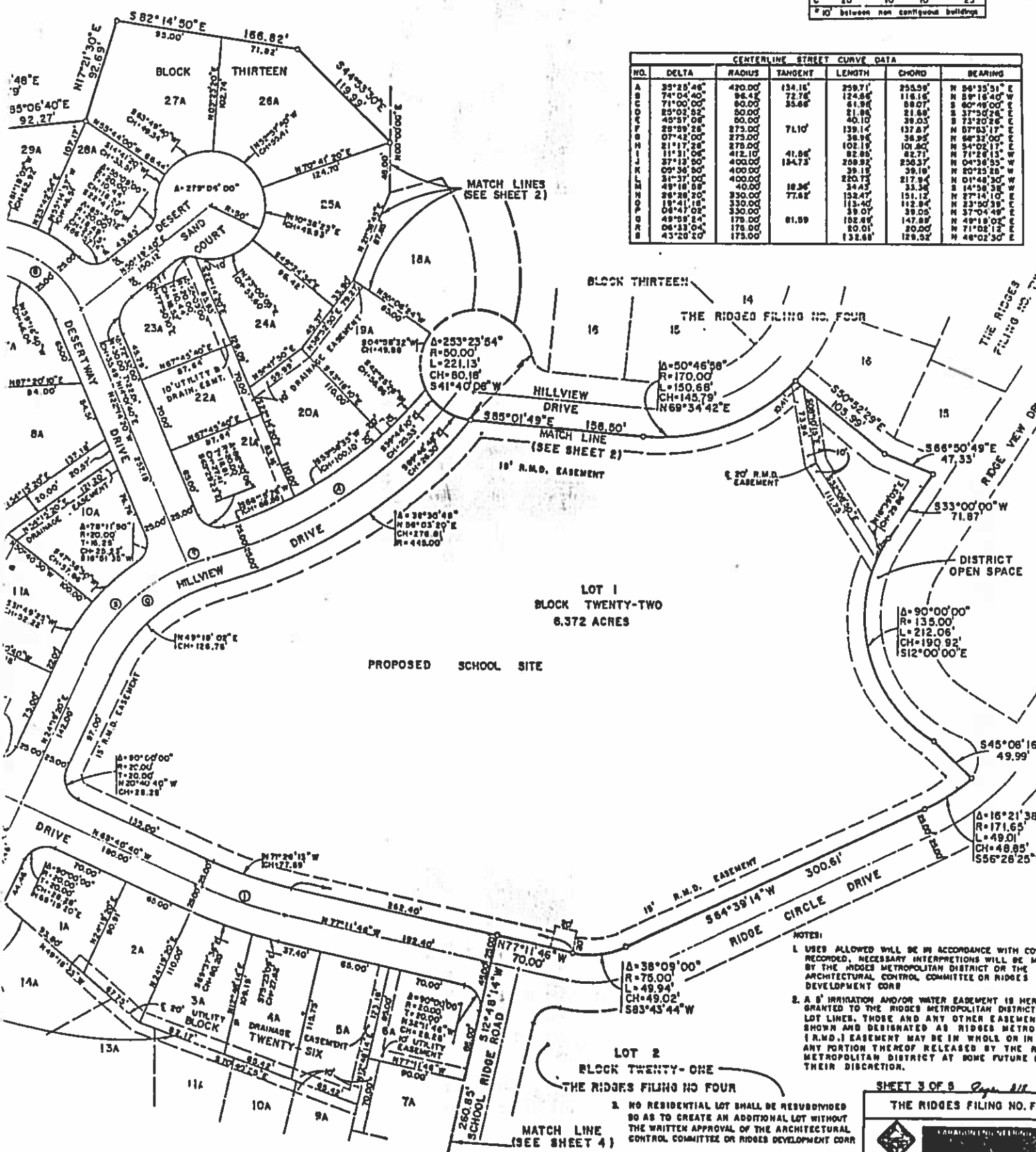
Shirley A. Berry
Notary Public

# THE RIDGES FILING NO. FIVE

SETBACK REQUIREMENTS			
	FRONT	REAR	SIDE
A	20'	10'	0'
B	20'	10'	10'
C	20'	10'	10'

\* 10' between non contiguous buildings

CENTERLINE STREET CURVE DATA						
NO.	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
A	35°28'46"	420.00'	134.16'	259.71'	253.59'	N 84°35'51" E
B	74°04'40"	88.42'	72.76'	124.86'	118.15'	N 89°15'40" W
C	71°00'00"	80.00'	63.66'	100.00'	81.94'	S 60°45'00" W
D	85°02'32"	50.00'	21.86'	37.00'	21.68'	S 37°50'00" W
E	45°37'08"	50.00'	21.86'	37.00'	21.68'	S 73°20'20" E
F	28°29'28"	273.00'	71.10'	139.14'	137.87'	N 67°53'17" E
G	07°42'00"	273.00'	71.10'	139.14'	137.87'	N 67°53'17" E
H	11°17'28"	273.00'	71.10'	139.14'	137.87'	N 67°53'17" E
I	11°31'06"	412.10'	41.86'	209.95'	208.95'	N 71°28'15" W
J	37°12'50"	400.00'	134.73'	209.95'	208.95'	N 64°36'55" W
K	09°34'30"	400.00'	38.15'	38.15'	38.15'	N 80°25'20" W
L	31°37'00"	400.00'	134.73'	209.95'	208.95'	N 64°36'55" W
M	49°16'58"	40.00'	18.36'	24.43'	24.43'	S 14°56'38" W
N	36°28'20"	330.00'	77.62'	132.47'	131.12'	N 27°14'10" E
O	18°41'18"	330.00'	77.62'	132.47'	131.12'	N 27°14'10" E
P	08°45'24"	330.00'	77.62'	132.47'	131.12'	N 27°14'10" E
Q	48°05'24"	175.00'	81.59'	102.49'	102.49'	N 37°04'49" E
R	06°33'04"	175.00'	81.59'	102.49'	102.49'	N 37°04'49" E
S	43°20'20"	175.00'	81.59'	102.49'	102.49'	N 37°04'49" E



- NOTES:
- USES ALLOWED WILL BE IN ACCORDANCE WITH COM RECORDED. NECESSARY INTERPRETATIONS WILL BE MADE BY THE RIDGES METROPOLITAN DISTRICT OR THE ARCHITECTURAL CONTROL COMMITTEE OR RIDGES DEVELOPMENT CORP.
  - A 5' IRRIGATION AND/OR WATER EASEMENT IS HERE GRANTED TO THE RIDGES METROPOLITAN DISTRICT LOT LINES, THOSE AND ANY OTHER EASEMENT SHOWN AND DESIGNATED AS RIDGES METRO (R.M.D.) EASEMENT MAY BE IN WHOLE OR IN ANY PORTION THEREOF RELEASED BY THE METROPOLITAN DISTRICT AT SOME FUTURE OF THEIR DISCRETION.

SHEET 3 OF 8 Page 111

THE RIDGES FILING NO. FIVE

3. NO RESIDENTIAL LOT SHALL BE RESUBDIVIDED SO AS TO CREATE AN ADDITIONAL LOT WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OR RIDGES DEVELOPMENT CORP

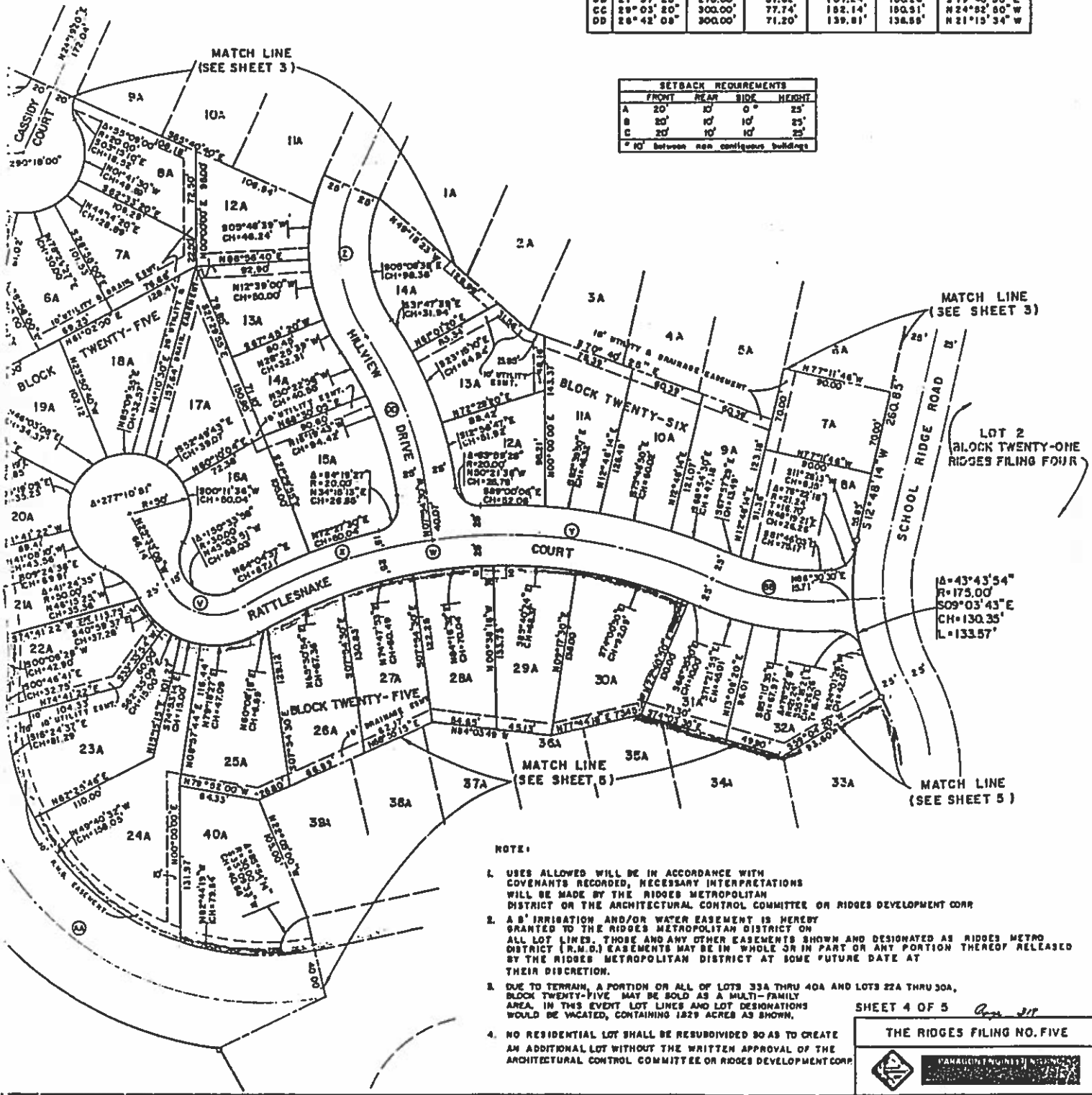
# RIDGES FILING NO. FIVE

ONE  
(T 3)

CENTERLINE STREET CURVE DATA						
NO.	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
T	89° 28' 20"	350.00'	228.87'	399.94'	375.91'	N 05° 45' 10" E
U	32° 40' 48"	300.00'	87.98'	171.11'	168.80'	N 12° 37' 37" W
V	94° 47' 42"	45.00'	40.93'	74.45'	66.25'	N 72° 56' 59" W
W	64° 28' 40"	420.00'	210.21'	399.34'	364.47'	S 88° 53' 30" W
X	22° 28' 20"	420.00'	83.31'	184.49'	163.44'	N 70° 52' 20" E
Y	32° 02' 20"	420.00'	120.59'	234.88'	231.81'	S 81° 53' 20" E
Z	88° 58' 58"	125.00'	70.82'	128.87'	122.98'	N 05° 08' 59" W
AA	105° 36' 08"	250.00'	328.37'	480.77'	398.30'	N 49° 05' 17" W
BB	27° 37' 20"	210.00'	81.62'	101.24'	100.24'	S 79° 40' 50" E
CC	29° 03' 20"	300.00'	77.74'	182.14'	180.51'	N 24° 52' 50" W
DD	28° 42' 08"	300.00'	71.20'	139.81'	138.58'	N 21° 15' 34" W

SETBACK REQUIREMENTS			
FRONT	REAR	SIDE	HEIGHT
A 20'	10'	0'	25'
B 20'	10'	10'	25'
C 20'	10'	10'	25'

\* 10' between non contiguous buildings



**NOTE:**

1. USES ALLOWED WILL BE IN ACCORDANCE WITH COVENANTS RECORDED, NECESSARY INTERPRETATIONS WILL BE MADE BY THE RIDGES METROPOLITAN DISTRICT OR THE ARCHITECTURAL CONTROL COMMITTEE OR RIDGES DEVELOPMENT CORP
2. A B' IRRIGATION AND/OR WATER EASEMENT IS HEREBY GRANTED TO THE RIDGES METROPOLITAN DISTRICT ON ALL LOT LINES. THOSE AND ANY OTHER EASEMENTS SHOWN AND DESIGNATED AS RIDGES METRO DISTRICT (R.M.D.) EASEMENTS MAY BE IN WHOLE OR IN PART OR ANY PORTION THEREOF RELEASED BY THE RIDGES METROPOLITAN DISTRICT AT SOME FUTURE DATE AT THEIR DISCRETION.
3. DUE TO TERRAIN, A PORTION OR ALL OF LOTS 33A THRU 40A AND LOTS 22A THRU 30A, BLOCK TWENTY-FIVE, MAY BE SOLD AS A MULTI-FAMILY AREA. IN THIS EVENT LOT LINES AND LOT DESIGNATIONS WOULD BE VACATED, CONTAINING 1829 ACRES AS SHOWN.
4. NO RESIDENTIAL LOT SHALL BE RESUBDIVIDED SO AS TO CREATE AN ADDITIONAL LOT WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OR RIDGES DEVELOPMENT CORP

SHEET 4 OF 5 *Apr 21*

**THE RIDGES FILING NO. FIVE**

STATE OF COLORADO, COUNTY OF HESA  
RECORDED BY 2:15  
1235851  
SEP 30 1980

BOOK 1277 PAGE 856

PROTECTIVE COVENANTS FOR "THE RIDGES" PUO

KNOW ALL MEN BY THESE PRESENTS that Ridges Development Corp., hereinafter "RDC", being the owners of the land comprising "The Ridges Filing Number Five," located in Hesa County, Colorado, and being desirous of protecting property values, and protecting the health, convenience, welfare and use of the owners of lots within said subdivision, does hereby declare and adopt the following use and building restrictions each and all of which shall be applicable to and run with the land in "The Ridges Filing Number Five."

ARTICLE I  
DEFINITIONS

1. a. ACCO - Architectural Control Committee.  
See Article 2 of Protective Covenants for regulations and uses.
- b. RDC - Ridges Development Corp.
- c. RMD - Ridges Metropolitan District
2. COMMERCIAL AREAS - The area will be used for commercial uses only, such as offices, shopping centers, movie theaters, restaurants, etc.
3. COMMUNITY SERVICE AREAS - The area will be used for a community oriented purpose, such as churches, fire stations, service clubs, etc.
4. OPEN SPACE - Means and includes property owned by the RMD for the common use and enjoyment.
5. Any area includes and means the land and air above such land as described and shown in the plat recorded related to this property.
6. FEE SIMPLE TITLE - Fee Simple Title, as used herein, shall mean fee simple title to a site if such an estate or interest exists with respect to a site or.



If not, that estate or interest with respect to a site which is more nearly equivalent to fee simple title.

7. LOT OR SITES - A "Site" shall mean each separately parcel of real property within "The Ridges", including each multi-family area, and only parcels owned by the RDC, excepting, however, any parcel of property owned, held or used as hereinafter specifically designated as common open space, or for other defined purposes.

A parcel of property owned or held by the RDC shall not be considered a site prior to construction of improvements thereon or delineation of boundaries thereof.

A parcel of property owned, held or used in its entirety by the RDC or RMD hereinafter referred to, or by any governmental entity, or for or in connection with the actual distribution of electricity, gas, water, sewer, telephone, television or other utility service or for access to any property within or without "The Ridges" PUD shall not be considered a site.

8. M.F. UNIF (Multiple Family Unit) - Shall mean a structure containing two or more dwelling units with accessory use facilities approved by the RDC, such as garage, carport, parking, office, laundry and recreation facilities for use by the occupants.
9. OWNER - Shall mean the person or persons, entity or entities who own fee simple title to a site. It shall include the RDC to the extent that it is the owner of fee simple title to a site(s).
10. PUD - means "The Ridges" planned unit development.
11. PUD PLAT - means the plat or plats from time to time filed of record in the Mesa County Clerk and Recorder's

- Office, which depict a portion of "The Ridges."
12. S.F. UNIT - means a site for a dwelling house with improvements thereon designed for one family occupancy, including non-residential accessory structure to be used as a garage or for other approved purposes as may be allowed. The single family site shall include the land upon which the permitted dwelling house is located on a surrounding tract sufficient to accommodate the dwelling and approved accessory uses, the boundaries of which shall be approved by the RDC. Single family houses may be on detached separate sites, or may be contiguous or joined by one common wall, such as described in patio home restrictions. "A" lots may include a duplex. Lots may be re-subdivided by permission of the ACCO or the RDC.
13. The classification of any parcel of land for all purposes herein shall be as it is set forth by the original deed from the RDC to its grantee, including RMD. The number of dwelling units allowed in a M.F. unit (multiple family unit) shall be the number set forth in the deed from the RDC to its grantee, provided that such grantee or subsequent grantees may apply to the ACCO which may, in its discretion, if it finds the same does not operate to the detriment of surrounding property owners or other owners in "The Ridges" subdivision, allow an increase in such density. The ACCO shall not as a condition to the approval of development plans for any M.F. unit require the reduction of density of living units therein below that set forth in the deed from the RDC to its original grantee.

## ARTICLE II

## ARCHITECTURAL CONTROL COMMITTEE

1. The Ridges Development Corp. (RDC) shall appoint an Architectural Control Committee (ACCO) of not less than three nor more than five persons to serve at the pleasure of the RDC as an ACCO. The Architectural Control Committee (herein abbreviated as ACCO) shall meet as required to consider and approve or disapprove applications for any proposed change in the existing state of property. Said ACCO shall have and exercise all of the powers, duties and responsibilities set out in this instrument.

2. No exterior improvements of any kind, including driveways leading to the various structures within the PUD shall ever be constructed, remodeled, or altered in any fashion on any lands within the PUD, nor may any vegetation be altered or destroyed, nor any landscaping performed unless two complete sets of plans and specifications for such construction or alteration or landscaping are submitted to and approved by the ACCO prior to the commencement of such work. No residential lot shall be re-subdivided so as to create an additional lot without the written approval of the ACCO or the RDC. All applications shall be submitted to the ACCO in writing and all decisions of the ACCO shall be answered in writing. In the event the ACCO 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 of such submitted plans and specifications shall be deemed to be approved. The ACCO may adopt rules and regulations for processing of such applications.

3. Plans and specifications submitted hereunder shall show the nature, kind, shape, height, materials, floor plans, location, exterior color scheme, alterations, grading, landscaping, drainage, erosion control, and all other matters necessary for

the ACCO to properly consider and make a determination thereon. The ACCO shall disapprove any plans and specifications submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

4. Where circumstances such as topography, location of trees, brush, rock outcroppings, area aesthetic considerations, or other matters require or allow, the ACCO may, by a two-thirds vote, allow reasonable variances, but within county requirements, as to any of the covenants, including but not limited to required minimum size of structuring, setbacks, or other requirements contained in this instrument. Approval by adjoining property owners shall be favorably considered in any such decisions.

5. The ACCO shall exercise its best judgment to see that all improvements, structures, landscaping, and all alterations on the lands within the PUD conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siding, height, topography, grade, drainage, erosion control and finished ground elevation.

6. After approval of any proposed improvements, the same shall be completed with due diligence in conformity with conditions of approval. Failure to accomplish the improvements within one year after date of approval or to complete the improvements in accordance with terms of approval shall operate automatically to revoke the approval and the RDC may require the property to be restored as nearly as possible to its previous state. Builder or owner shall contain all trash to the site during construction and remove all excess building materials and trash upon completion of structure(s). Also, upon completion, builder or owner shall complete all finished site grading in full compliance with prior ACCO approved drainage plan. Landscaping shall be approved and completed within one year of occupancy of the structure. The time

for completion of any such work may be extended by the ACCO.

7. The ACCO, RDC, or any owner shall not be liable in damages to any person or association submitting any plans and specifications or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such plans and specifications. Any owner submitting or causing to be submitted any plans and specifications to the ACCO agrees and covenants that he will not bring any action or suit to recover damages against the ACCO, RDC, or any owner collectively, its members individually or its advisors, employees, or agents.

8. The ACCO shall keep and safeguard for at least five (5) years complete permanent written records of all applications for approval submitted to it, including one set of all plans and specifications so submitted and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.

9. The provision of these Protective Covenants herein contained shall run with the land and shall be binding until January 30, 1997, and shall be automatically extended for successive periods of ten (10) years, unless by vote reflected by signed document duly recorded by a majority of the then owners, it is agreed to change or repeal said covenants in whole or in part. Any provisions violating the rule against perpetuities or the rule prohibiting unreasonable restraints on alienation shall continue and remain in full force and effect for a period of twenty-one (21) years following the death of the survivor of William E. Foster and Warren E. Gardner, or until this Protective Covenant is terminated as hereinabove provided, whichever first occurs.

10. Any provision contained in this Protective Covenant may be amended or repealed by recording of a written instrument or instruments specifying the amendment or the repeal, executed

by the RDC and by owners of not less than fifty percent (50%) of the sites within Filing Number Five of "The Ridges," as shown by the records in the office of the Mesa County Clerk and Recorder. As long as the RDC is owner of fifty percent (50%) or more of the lots in any filing, it shall have the right to change the Covenants. As long as the RDC is the owner of ten percent (10%) or more of the sites within Filing Number Five of "The Ridges," no amendment shall be made without the RDC joining in such amendment or approving the same in writing.

11. Each provision of these Protective Covenants, and all provisions necessarily implied therefrom, shall be deemed incorporated in each Deed or other instrument of conveyance; be deemed accepted, ratified and declared as a personal covenant of each owner and binding thereon; be deemed and declared for the benefit of RDC and each owner and shall be deemed a real covenant and an equitable servitude running as a burden with and upon the title to each parcel of land.

12. Each provision of these Protective Covenants shall be enforceable by RDC or any owner by proceeding for prohibitive or mandatory injunction or suit to recover damages, or, in the discretion of the RDC, for so long as any owner fails to comply with any provisions, by exclusion of such owner and such owner's guests from use or enjoyment of any facility or sponsored function of "The Ridges." If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Covenant, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorney fees.

13. No violation or breach of this Covenant, or enforcement action shall impair the lien of any mortgage, deed of trust or other lien in good faith and for value created prior to recording of lis pendens or other document by a plaintiff showing violation or breach.

14. Neither RDC, its Board of Directors, or the ACCO, nor any member, agent or employee shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

15. Except as otherwise provided herein, this Covenant shall be binding upon and inure to the benefit of RDC and each owner and the heirs, personal representatives, successors and assigns of each.

RDC shall have the right to delegate, assign or transfer duties and functions herein imposed on RDC to the ACCO, or to a political subdivision created for the purpose, inter alia, of performing such functions or any of them.

16. Until such time as RDC owns less than ten percent (10%) of the property within "The Ridges" PUD, the right to appoint and remove all members and alternate members of the ACCO shall be and is hereby vested solely in RDC unless prior to said time RDC records a declaration waiving its rights hereunder. By specific agreement, the Board and RDC may delegate specified functions of the ACCO to a subcommittee, appointed by the RDC, to function in the same manner as the ACCO. When RDC waives or no longer has the right to appoint and remove the members of the ACCO, said right shall be vested solely in the RMD; provided, however, that no member or alternate member once appointed may be removed from the ACCO except by the vote or written consent of four-fifths of the members of the RMD. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by a Board RESOLUTION available to all members identifying each ACCO member replaced or removed from the ACCO.

Any member or alternate member of the ACCO may at any time resign from the ACCO upon written notice delivered to RDC or to the RMD, whichever then has the right to appoint members.

Vacancies on the ACCO, however caused, shall be filled by the RDC or the RMD, whichever then has the power to appoint members.

17. Invalidity or unenforceability of any provision of this Covenant in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of these Protective Covenants.

18. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of these Protective Covenants.

19. Failure to enforce any provisions of these Protective Covenants shall not operate as a waiver of any such provision or of any other provision of these Protective Covenants.

20. RDC reserves the right to relocate and modify road and easement alignments and designs and has full power over design and amendment of all preliminary and final plats as per agreements with the County.

21. It is the intention of the creation of the ACCO to make its decisions final. It is the further intention of these covenants not to create inflexible rules for rules sake, but to create a good living environment for the residents of "The Ridges" and all decisions made by the ACCO should be made with that thought in mind.



ARTICLE III

ALLOWED USES, RIDGES FILING FIVE

1. Three classifications of site or lot uses for single family residences shall be designated as "A", "B", or "C" lots as shown on final plats. General requirements of all lots shall be as follows. Specific requirements of each lot designation are presented in paragraphs 2, 3, and 4 below.

- a. All setback measurements shall be on an outside wall, including open porches, garages, carports or common elements.
- b. No building, garage, carport, or accessory structure shall be located nearer to the front property line than 20 feet.
- c. Side lot setbacks shall be 10 feet for both principal and accessory structures. Optional side lot setbacks for "A" lots only are as outlined in paragraph 2.a. and 2.c. below.
- d. Rear lot line setbacks shall be 10 feet for both principal and accessory structures.
- e. Maximum height, excluding chimneys, shall not exceed 25 feet. Height shall be measured from the highest natural finished grade line immediately adjoining the foundation or structure.
- f. A paved driveway shall be required and such driveway may be used for the additional two-car offstreet parking required of each classification. Such driveway shall also be paved between the property line and the adjoining street pavement.

g. No residential lot shall be re-subdivided so as to create an additional lot without the written approval of the ACCO or the RDC.

2. "A" Lots

a. Single Family/Patio Homes

- One unit per lot with optional zero side lot line.
- Two units on two contiguous lots with common wall on lot line.

Duplexes/Fourplexes

- Two units per lot with optional zero side lot line.
- Two units on two contiguous lots with common wall on lot line.
- Four units on two contiguous lots with common wall on lot line. (Two units per each lot).

b. Minimum size per family unit shall be:

- (1) Single one-level above ground - 900 sq. ft. for single family unit and 700 sq. ft. for duplex or fourplex unit.
- (2) Two levels above ground - 700 sq. ft. on main floor for single family unit and 500 sq. ft. on main floor for duplex or fourplex unit.
- (3) All square footage measurements shall be on an outside foundation wall, not including open porches, garages, carports or common elements.

c. All single family or duplex structures built on one or the other side yard property line must be a minimum of 10 feet from any then

existing building without a common wall on adjacent property. This 10 foot setback must be made available for use as a home maintenance easement. All zero lot line structures shall comply with current building codes.

- d. There shall be an attached two-width car garage or covered carport with an additional two-car paved off street parking available per family unit.

### 3. "B" Lots

- a. One individual residence per lot.
- b. Minimum size of structure shall be:
  - (1) Single level above ground - 1100 sq. ft.
  - (2) Two levels above ground - 800 sq. ft. on main floor.
  - (3) All square footage measurements shall be on an outside foundation wall, not including open porches, garages, carports or common elements.
- c. There shall be an attached two-width car garage with additional two-car paved off street parking available.

### 4. "C" Lots

- a. One individual residence per lot.
- b. Minimum size of structure shall be:
  - (1) Single level above ground - 1500 sq. ft.
  - (2) Two levels above ground - 1000 sq. ft. on main floor.
  - (3) All square footage measurements shall be on an outside foundation wall, not including open porches, garages, carports or common elements.

- c. There shall be an attached two-width car garage with an additional two-car paved off street parking available.

5. Other Land Uses

- a. Multi-family, commercial, school and community service areas.
- b. Maximum height shall not exceed:
  - (1) 28 feet above natural ground if constructed on top of ridges or mesas.
  - (2) 20 feet above the highest level of the closest adjacent ridge or mesa if constructed on lower elevations.
- c. Parking requirements shall be as follows:
  - (1) Multi-family - 2.2 spaces minimum per unit.
  - (2) Commercial - 1 space minimum per 250 sq. ft. gross floor area.
  - (3) School and community service areas shall be approved by ACCO on an individual basis with compliance with local building codes.
- d. ACCO shall have the sole authority to approve all improvements on an individual basis regarding the design and planned concept of these areas.

6. All open spaces, parks and recreational facilities, conveyed and accepted by the RMD, and all irrigation, domestic water and sanitary sewer shall be under the control of the Board of Directors of the RMD.

7. There is created a blanket easement upon, across, over and under all of the open areas and designs for ingress and egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, and television. By virtue of this easement it shall be expressly permissible to erect and maintain necessary

equipment and appurtenances, including lines and conduits for electrical, telephone and television services. An easement is further granted to all law enforcement, fire protection, ambulance and other similar and necessary entities to enter open areas in the performance of their duties.

8. No noxious or offensive activity shall be carried on upon any property nor shall anything be done or placed on any property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others, or which may constitute a health hazard.

9. All signs, including "For Rent" or "For Sale" signs, shall be of a style and design approved by the ACCO. No signs, advertising, or billboards shall be created, altered, or permitted without written approval of ACCO.

10. No animals, poultry or birds shall be kept or maintained on any lands in the PUD except ordinary house pets, not to exceed County regulations as to number and such livestock as may be allowed to graze on the open areas by the written approval of ACCO. All pets must be so maintained that they do not become a nuisance to the neighborhood and do not run at large or endanger or harass other animals, including wildlife upon neighboring lands, and public domain. Ordinary house pets shall be contained on owner's property or on leash. Horses may be maintained in any area designated in any final plat for that purpose. This restriction shall not prevent the riding of horses within designated areas or along designated trails within the PUD.

11. No single family unit shall be divided into two or more units, nor conveyed or encumbered in a dimension less than the full original dimensions.

12. All clotheslines, equipment, service yards, wood piles or storage piles shall be kept screened by adequate vegetation or fencing to conceal them from view. All rubbish and trash shall be removed and shall not be allowed to accumulate.

13. Towers, radio or television antennas may not exceed 3 feet above the highest roof line of the structure and must be attached to the structure.

14. No elevated or exposed tanks of any kind shall be permitted, except for those tanks as deemed necessary by the RMD.

15. No previously used, previously erected or temporary structure, trailer, or non-permanent out-building shall ever be placed, erected or allowed except by the developer until the entire Ridges PUD is completed and construction companies during construction periods. No structure shall be occupied prior to its completion.

16. All exterior lights and light standards, other than ordinary low intensity lights, shall be subject to approval by the ACCO for harmonious development and prevention of lighting nuisances.

17. All lots are subject to and bound by Public Service Company tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

18. No recreational vehicles, motorcycles, dirt bikes, etc., shall be operated in the PUD, except for transportation in and out of the PUD upon established roads.

19. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property, and no open fires shall be lighted or permitted on any property, except in a contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designated interior fireplace or except such campfires or picnic fires on property designated for such use by RDC or RMD, and except such controlled and attended fires required for clearing or maintenance of land by RDC or RMD personnel.

20. No gas lines, light and power lines, telephone lines or television cables shall be permitted unless said lines are buried underground from their primary source at the lot line to the unit. The owner shall pay all costs. ACCO may, however, allow overhead light, power, telephone and television lines from primary source if the cost of placing the same underground would be excessive as determined by ACCO in its sole discretion and by a two-thirds vote.

21. Each single family unit and multi-family structure shall be completed no later than one (1) year after commencement of construction. Landscaping shall be approved and completed within one (1) year of occupancy of the structure.

22. The owner of each unit shall keep the same clear and free of rubbish and trash and shall keep the structure(s) thereon in good repair, doing such maintenance as may be required for this purpose.

23. No hunting, shooting, trapping or otherwise killing or harming of wildlife shall be permitted in the PUD; it being the intent hereof to conserve and protect all wildlife to the fullest extent possible.

24. Except as in approved grading, drainage, and erosion control, no structures shall be placed or located in such a manner that will obstruct, divert or otherwise alter the natural water drainage courses and patterns, and no landscaping or changes to the existing terrain shall be made which shall obstruct, divert or otherwise alter such drainage.

25. No hedges or fences shall be constructed, grown, or maintained on any single family or multi-family lot in the PUD higher than 4½ feet, except patio fences in connection with dwellings. All fences shall be constructed of wooden or rock materials and if painted shall be of wood tones. No fences shall be placed on that portion of a lot fronting on a public street between a line drawn parallel to such street through the closest edge of the house or garage on such lot and the public street. No fences shall be erected on any cut or fill slopes on road sections.

26. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, unless by written approval of the RDC.

27. No cesspools or septic tanks shall be permitted on any property and each residence shall contain at least one fully equipped and operational bathroom.

28. Detached accessory buildings shall not exceed an area 10% of the number of square feet in the exterior measurements in the principal dwelling as measured in the classification of sites in paragraph 1 hereof. Accessory buildings shall blend with the compliment of general architectural scheme and design of the family dwelling.

29. There shall not be permitted or maintained upon any single family or multi-family lots or part thereof any trade, business, or industry, except:



a. Home occupations consisting of any use for gain or support customarily found within a dwelling and carried on by the occupants thereof as long as such use meets all of the following conditions:

(1) Must be clearly secondary to the primary use of the building as a dwelling.

(2) No article may be sold or offered for sale for delivery on the premises.

(3) It is operated in its entirety within the dwelling unit.

(4) No person other than those who reside within the dwelling unit may be employed in such occupation.

(5) There is no advertising except as provided within each specific zone.

(6) No additions to or alterations of the exterior of the dwelling unit including outside entrances for the purpose of the home occupation shall be permitted.

(7) The office or business does not utilize more than 25% of the gross floor area of the dwelling unit, and in any case not more than 400 square feet; provided, however, that this does not apply to nursery schools.

(8) The houses of such uses and the external effects must not interfere with the peace, quiet and dignity of the neighborhood and adjoining properties.

(9) Occupations specifically prohibited include the treatment or hospitalization of animals.

- b. The following uses:
- (1) Sales offices for RDC use.
  - (2) Rental or sales offices for multi-family complexes.
  - (3) Utility substations.
  - (4) Pre-school and day care centers.
  - (5) Family foster homes (no more than four children allowed).
  - (6) Greenhouses and nurseries.
  - (7) Private swimming pools.
  - (8) Medical offices or hospitals.
  - (9) Libraries.
  - (10) Churches.
  - (11) Church schools.

30. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no permanent structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow, obstruct, or retard the flow of water in and through drainage channels in easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority of one or more utility companies is responsible.

31. No owner shall permit any thing or condition to exist upon his lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

32. No vehicle belonging to or under the control of a unit owner or a member of the family or a guest, tenant, lessee, or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from a

building. Vehicles shall be parked within designated parking areas. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.

33. No lot shall be used as a parking, storage, display or accommodation area for any type of house trailer, camping trailer, boat trailer, hauling trailer, self-contained motorized recreational vehicle, running gear, boat or accessories thereto, motor driven cycle, truck, any junk vehicle or one under repair, or any type of van with exception to a reasonable time of loading and unloading such vehicle. Recreational vehicles as determined by the RMD may be stored in the Recreational Vehicle Storage Compound provided by the RMD. The RMD accepts no responsibility for theft or vandalism which may occur. All other vehicles shall be stored, parked or maintained wholly within the enclosed garage area.

34. Any activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing vehicles of any kind must be performed within an enclosed garage. The foregoing restriction shall not be deemed to prevent washing and polishing of such motor vehicle, boat, trailer, or motor driven cycle together with those activities normally incident and necessary to such washing and polishing.

35. No sound shall be emitted on any property which is unreasonably loud or annoying and no odor shall be emitted on any property which is noxious or offensive to others.

36. Exterior paint or stain shall range from light sand color to dark brown, light green to dark green, or natural wood. Any variations must be approved by ACCO.

IN WITNESS WHEREOF, Ridges Development Corp. has hereby executed this Declaration this 12 day of September, 1980.

RIDGES DEVELOPMENT CORP.

By William E. Foster  
President

ATTEST:

Warren E. Gardner  
Secretary

STATE OF COLORADO )  
COUNTY OF MESA ss:

The foregoing was acknowledged before me this 12 day of Sept., 1980, by William E. Foster as President and Warren E. Gardner as Secretary of Ridges Development Corp.

WITNESS MY HAND AND OFFICIAL SEAL.



Julia A. Muehr  
Notary Public

My Commission expires:  
May 9, 1984