



RIDGES



THE
iii RIDGES
A PLANNED UNIT
DEVELOPMENT

PROTECTIVE COVENANTS
FILING ONE

PROTECTIVE COVENANTS FOR "THE RIDGES" PUD

KNOW ALL MEN BY THESE PRESENTS that Ridges Development Corp., hereinafter "RDC", being the owners of the land comprising "The Ridges Filing Number One", located in Mesa 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 One"

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 SERVICES AREA — 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 upon which no buildings are located.
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 owned parcel of real property with "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. UNIT (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.
13. The classification of any parcel of land for all purposes herein shall be as it is set forth by the original deed from Ridges Development Corp. to its grantee, including RMD. The number of dwelling units allowed in an MF unit (multiple family unit) shall be the number set forth in the deed from Ridges Development Corp. 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 MF unit require the reduction of density of living units therein below that set forth in the deed from Ridges Development Corp. to its original grantee.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

1. The Ridges Development Corporation (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. 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, 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 required minimum size of structuring, setback or side yard requirements, contained in this instrument on such terms and conditions as it shall require 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 change, the same shall be completed with due diligence in conformity with conditions of approval. Failure to accomplish the change within one year after date of approval or to complete the change 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. 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.

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ARTICLE II cont.

10. Any provision contained in this Protective Covenant may be amended or repealed, with the written consent of RDC, by recording of a written instrument or instruments specifying the amendment or the repeal, executed by RDC and by not less than fifty percent (50%) of the Owners of sites within "The Ridges", as shown by the records in the office of the Mesa County Clerk and Recorder.

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 of any facility and from enjoyment of any function. 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 of 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 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 provision 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 also reserves the right to re-locate 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 ONE**

1. Three classifications of site or lot uses for single family residents shall be designated as set forth below:

a. In each of the following, all measurements shall be on an outside foundation wall, not including open porches, garages, carports or common elements.

b. Height shall be measured from the highest natural finished grade line immediately adjoining the foundation or structure.

c. Area designations for any of the classifications shall be as shown on final plats.

d. Maximum height, excluding chimneys, shall not exceed 25 feet.

e. Rear lot line setbacks shall be 10 feet for both principal and accessory buildings.

f. No building, carport or accessory building shall be located on any of said lots or land parcels in the subdivision nearer to the front property line than a minimum of 20 feet.

g. 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.

h. Side lot setbacks shall be 10 feet for both principal and accessory buildings.

2. "A Lots"

a. Patio homes (zero lot lines with one or two units per lot). Either patio homes with zero lot lines or duplexes with zero lot lines or duplexes on two contiguous lots.

b. Minimum size per family unit shall be:

(1) single one-level above ground - 900 sq. ft.

(2) two levels above ground - 700 sq. ft.

(a) All measurements shall be on an outside foundation wall, not including open porches, garages, carports or common elements.

(3) In the case of duplexes on an "A" lot, the minimum size per family unit shall be 700 sq. ft. one level above ground; and in the event of a duplex with two levels above ground for the same family unit, the minimum ground level area shall be 500 sq. ft., with a minimum of 700 sq. ft. on both floors.

(a) All measurements shall be on an outside foundation wall, not including open porches, garages, carports, or common elements.

c. All single family or duplex structures may be built on one or the other side yard property line with a common wall. There must be at least a minimum of 10 foot setback 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. The 10 foot side yard setback shall be waived by ACCO upon written approval of adjoining property owner unless clearly to the detriment of other property rights.

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. Standard one individual residence per lot.

b. Minimum size of structure shall be:

(1) single level above ground - 1200 sq. ft.

(2) two levels above ground - 900 sq. ft.

(a) All 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.

4. "C Lots"

a. Standard one individual residence per lot.

b. Minimum size of structure shall be:

(1) Single level above ground - 1600 sq. ft.

(2) Two levels above ground - 1100 sq. ft.

(a) All 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.

d. Maximum height shall not exceed 25 feet, excluding chimneys.

5. All other types of land uses, except single family residences (including patio homes), such as multi-family areas, commercial areas, school site areas, community center areas, shall be approved on the individual basis regarding the design and planned concept of these areas. ACCO shall have the sole authority to either approve or disapprove these areas on an individual basis, except height of any structure with, two-thirds vote of ACCO will not exceed:

a. 28 feet above natural ground if built on top of ridges or mesas.

b. 20 feet above the highest level of the closest adjacent ridge or mesa if constructed on lower elevations.

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 Ridges Metropolitan District.

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(ARTICLE III cont.)

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. With the exception of one "For Sale" or "For Rent" sign, which shall not be larger than 18 by 24 inches, or exceed Mesa County specifications and except for one entrance gate sign and subdivision advertisement of a style and design approved by the ACCO and the County, no signs, advertising, devices, billboards, unsightly objects or nuisances shall be created, altered, or permitted unless variance by 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 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 as much as possible. All rubbish and trash shall be removed and shall not be allowed to accumulate.

13. No towers or radio or television antennas higher than three feet above the highest roof line of the structure shall be erected on a single family unit or multi-family structure and must be attached to the building.

14. No elevated tanks of any kind shall be permitted and any tank for storage of natural gas, gasoline, oil or other fuel or water shall be buried, or if located above ground, the location and screening shall be as determined by the ACCO except for those tanks as deemed necessary by the RMD.

15. No previously used or previously erected or temporary structure, trailer, or non-permanent outbuilding 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 snowmobiles or two-wheeled motorized vehicles shall be operated in the PUD, except that motorcycles may be utilized for transportation in and out of the PUD, but only upon 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 (including burning of trash or rubbish) except in a contained barbecue 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 RMD or by the ACCO, and except such controlled and attended fires required for clearing or maintenance of land.

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.

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

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(ARTICLE III cont.)

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.

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 bathroom.

28. Detached accessory buildings shall not exceed in 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 and compliment the 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, excluding rental offices for multi-family complexes, 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 affects, 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) utility substations;
- (2) pre-school and day care centers;
- (3) family foster homes (no more than four children allowed);

- (4) greenhouses and nurseries;
- (5) private swimming pools;
- (6) medical offices or hospitals;
- (7) libraries;
- (8) churches; and
- (9) church schools.

30. No lot shall be re-subdivided.

31. 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 or one or more utility companies is responsible.

32. 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.

33. 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 marking and signs regulating traffic on the premises shall be strictly observed.

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

35. Paint shall range from light sand color to dark brown, light green to dark green, or natural wood. Any variations must be approved by ACCO.