

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made on the date hereinafter set forth by John Davis and Debra J. Davis, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in the County of Mesa, State of Colorado, which includes all lots included in Cody subdivision.

NOW, THEREFORE, the Declarant hereby declares that all of the above said properties shall be held, sold and conveyed subject to the following easement restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performances of an obligation.

Section 2: "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the development.

Section 3: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 4: "Declarant" shall mean and refer to John Davis and Debra J. Davis, their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

BUILDING RESTRICTIONS

Section 1: The erection of more than one dwelling per lot is

prohibited.

Section 2: All building setback lines are to be as follows:

Front - 20 Feet

Rear - 10 Feet

Side - Principle Structures - shall be a minimum of 5 feet from property line or allowing a minimum of 15 feet between principal structures on any adjacent Lot, whichever is greater (except where 10 foot easements are shown on said recorded plat).

Accessory Structures - front half of Lot same as Principal Structures, rear half of Lot - 5 feet from property line (except where 10 foot easements are shown on said recorded plat).

Section 3: No trailer, camper, basement, tent, shack, garage, barn or any other outbuilding erected on any lot shall at anytime be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 4: No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling of ranch style of not less than 1,200 square feet plus a private garage for not more than three cars and any other building incidental to residential use of the tract or lot.

Section 5: Vehicle parking in driveways and on the streets in front of houses shall be limited to temporary parking of guest or resident vehicles in current use and currently licensed. Storing automobiles, trucks, campers, boats, snowmobiles, motorcycles, motor bikes or any other vehicle of any other description in the street, driveway, yards or residences, in front of the principle building set back lines is specifically prohibited. Such vehicles may be stored behind the privacy fencing within the boundaries of such lot. Vehicular maintenance or repair which renders the vehicle inoperable for more than seventy-two hours is prohibited on streets, driveways or in front of any privacy fencing of the residences. This provision shall not permit the commercial repair of any type of vehicle, such activity being expressly prohibited.

Section 6: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising a property for resale.

Section 7: No fence, foliage, trees or hedge in the nature of a fence shall be planted, maintained, constructed or erected nearer than twenty (20) feet to the front Residential Building lot Line or nearer than twenty (20) feet to the side street Residential

building Lot Line. Fences and hedges in the nature of a fence not closer to the front Residential Building Lot Line than the minimum set back line shall not be higher than six (6) feet.

Section 8: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

Section 9: No animals, included but not limited to, horses, cows, pigs, goats, chickens, ducks, rabbits, or any other domesticated animals, except household pets, shall be maintained temporarily or permanently on any said lot.

Section 10: Landscaping, including but not limited to a sprinkler system, grass, sod, rock, shrubs, or any other plants, shall have been completed on the front and side yards of said Lot within one (1) year of transferring of the deed from the Declarant to the Owner.

Section 11: Perimeter lots will be required to put up a five (5) foot wood fence.

ARTICLE III

GENERAL PROVISIONS

Section 1: Enforcement. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges not or hereafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgement of Court Order shall in no way affect any other provision which shall remain in full force and effect.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded.

Section 4: Public Utilities. All lots are subject to and bound by Public Service Company tariffs which are now and may be in the future 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, on file with the Public Utilities Commission of the State of Colorado.

Section 5: Homeowners Association. A Homeowners Association will own and maintain any open space in the said subdivision and will also own and maintain the irrigation system.

Section 6: These Covenants specifically prohibit the discrimination against any person who is a prospective purchaser of a lot, due to racial, ethnic or religious reasons. It is the intention of the Covenants to insure that persons of varying racial, ethnic or religious background are made welcome as prospective purchasers and homeowners.

Dated this 14 of December, 1993

JOHN DAVIS

DEBRA J. DAVIS

BY: [Signature]

BY: [Signature]

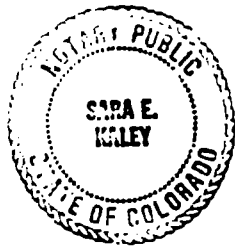
ATTEST:

STATE OF COLORADO)
 : ss.
COUNTY OF MESA

I, Sara E. Kaley, a Notary Public, hereby certify that on the 12th day of December, 1993, personally appeared before me that John Davis and Debra J. Davis, who after being duly sworn, declared that they were the persons who signed the foregoing document and that the statements therein contained are true.

WITNESS my hand and official seal. My commission expires

11/3/97



[Signature]
Notary Public

RESOLUTION NO. MCM 93-124
PLANNING DIVISION No. C71-93
APPROVAL OF A REZONE/ODP/PRELIMINARY/FINAL PLAN
FOR CODY SUBDIVISION

WHEREAS, George & Betty Schnell and John Davis sought approval of a rezone/official development plan/preliminary/final plan for a fifty one lot subdivision for the following described land situated in the County of Mesa, State of Colorado, to wit:

(See attached)

WHEREAS, a hearing before the Board of County Commissioners was held 14 September, 1993.

NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MESA FINDS AS FOLLOWS:

That the hearing before the Board was held after proper notice

That the staff recommendation was contained in a staff review dated 12 August, 1993.

That the Mesa County Planning Commission made a recommendation at a public hearing held 26 August, 1993.

That the application is in accordance with relevant Mesa County Land Use Policies and the health, safety and welfare of the residents of Mesa County.

That the application met with Section 5.1 (Mesa County Planned Unit Development Resolution) and Section 5.2 (Subdivision Regulations) of the Mesa County Land Development Code.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS IN THE COUNTY OF MESA, STATE OF COLORADO, that: the Cody Subdivision rezone/official development plan/preliminary/final plan application is approved subject to the following conditions:

1. Establish a maximum building height not to exceed 25'.
2. No driveway access will be allowed on F Road.
3. The recommendations of the State Geological Survey Review are encouraged prior to design and construction.
4. The applicant prepare a drainage and irrigation plan acceptable to the County Engineer.
5. Construct sidewalk improvements along F Road.
6. Establish a pedestrian easement that will connect to Eastwood Mobile Home Park.
7. If required by the U.S. Postal Service, the location of the common mail boxes must be approved by the Mesa County Traffic Division.
8. The applicant needs to develop plans for the park/common area.
9. Ownership and maintenance of the park/common area must be clearly stated in the covenants.
10. "The Right to Farm Act language" should be added to the plat.
11. Only the first phase will be recorded and a timeframe for remaining phase shall be indicated.
12. The applicant submit a revised Improvements Agreement to cover all required improvements.
13. Submit a landscaping plan for property along F Road.
14. Construct an interconnector street to the west. The location shall be approved by staff.

15. Construct an urban residential collector street section on Cody Avenue between North Ronlin and F Road.
16. The minimum size of each principal dwelling structure along the eastern boundary shall be 1200 square feet.
17. All structures along the eastern boundary shall be a maximum of one storey.
18. Review Agency comments

APPROVED this 21th day of September 1998.

Deborah B. Genova
Board of County Commissioners

ATTEST:

Wanita Todd
Mesa County Clerk

