

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
THE RIDGE AT RIVERDALE**

**ARTICLE 1.00 PURPOSE AND PHILOSOPHY**

It is the intent of the Declarant to create The Ridge at Riverdale as a quality residential community development which is controlled by a Declaration. This Declaration sets forth both general and specific requirements consistent with such intent. The association is authorized to adopt additional rules, regulations and requirements which may be necessary or desirable. Any reference herein to the Declaration shall include any and all rules, regulations, and requirements so adopted.

**ARTICLE 2.00 DEFINITION OF TERMS**

**Act** means the Colorado Common Interest Ownership Act, 38-33.3-101, *et seq.*, C.R.S. Undefined terms shall have the definitions set forth in the Act.

**Association** means The Ridge at Riverdale Owner's Association

**Board** means the Board of Directors of the Association which may also be referred to as the Executive Board.

**Common Expenses** means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocation to reserves

**Declarant** means Gary L. Wagner, Trustee for a Declaration of Trust dated April 12, 1984 and Save A Child Inc., a Colorado corporation and Gary L. Wagner individually or any person or entity to which the Declarant's rights have been transferred.

**Declarant Control Period** means the period of time during which the Declarant has the right to appoint and remove the Officers and/or Members of the Board pursuant to Section 4.04 of the Declaration.

**Declaration** means this Declaration of Covenants, Conditions and Restrictions.

**Lot** means a physical portion of the common interest community which is designated for separate ownership or occupancy and the boundaries of which are in or determined from the Declaration and the Plat.

**Non-Tracking** means gravel, recycled asphalt, recycled cement or other material which prevents tracking of mud onto county roads.

**Owner** means any person or entity owning a Lot or interest therein within the Property.

**ARTICLE 3.00 GENERAL RESTRICTIONS ON ALL LAND**

**3.01 NUISANCES**

No obnoxious or offensive activities shall be carried on within the Property of any owner, nor shall anything be done or permitted that constitutes a public nuisance.

**3.02 MAINTENANCE OF LOTS**

Each Owner shall maintain their lot in its native state except for area immediately surrounding the home. All shrubs and trees located on the lot shall be trimmed so as to preserve or enhance the view from other lots within the immediate vicinity. All lots shall be maintained in a clean condition. All noxious weeds shall be controlled. Rubbish and trash shall be removed from each lot on at least a twice-monthly basis and shall not be allowed to accumulate. No junk, inoperable vehicles or debris of any kind shall be permitted on said Lots.

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5-6  
6-0

RETURN  
To:

Robert N. FLEMING #305  
2090 E. 104<sup>th</sup> AVE.  
Thornton, Co 80233

### 3.03 SCREENING

All equipment, recreational vehicles, travel trailers, motor homes or car trailers, service yard areas, woodpiles, above-ground storage or the like on any lot shall be kept screened by adequate planting or fencing so as to shield them from view of streets. None of the above-described items or any vehicle in excess of 3/4 ton capacity can be parked or left on public right-of-way in excess of seventy-two(72) hours. All above described items shall be kept behind the residence dwelling. Propane tanks shall be underground or screened same as above items but if underground can be in front of residence dwelling.

3.04 PROHIBITIONS-See attached plat for restrictions, easements, etc. and county Rural Estates zoning for additional restrictions-

No more than two large animals can be kept on a lot.

## ARTICLE 4.00 ASSOCIATION

### 4.01 ORGANIZATION AND POWERS

The Association is organized as a Colorado Corporation under the Colorado Non-Profit Corporation Act. It is charged with the duties and vested with the powers provided by law and set forth in the Act, this Declaration, its Articles of Incorporation, Bylaws and Rules and Regulations.

### 4.02 MEMBERSHIP

Each Owner of a Lot shall be a Member of the Association and all memberships shall be appurtenant to Units. The right to vote may not be severed or separated from the Lot ownership except by written proxy. If a Lot is owned by more than one person, all owners collectively shall be considered the Member for voting purposes.

### 4.03 VOTING RIGHTS AND PROCEDURES

Each Member shall be entitled to one(1) vote for each Lot owned

### 4.04 BOARD OF DIRECTORS

(A) Declarant reserves for itself, its successors and assigns initially the right to appoint the Board of Directors. The Board of Directors shall be comprised of three(3) persons who shall serve staggered two-year terms. The Declarant shall choose the method of establishing the staggered terms. During the Declarant Control Period, the Board members need not be Owners. In the event a Lot is owned by more than one person, only one of such owners may serve on the Board at any one time.

(B) The right of the Declarant to appoint the Board shall terminate no later than either sixty days after conveyance of twelve (12) lots to Lot owners other than a Declarant.

(C) Not later than sixty days after conveyance of eight (8) lots to Lot owners other than a Declarant, at least one member of the members of the Board must be elected by Lot owners other than the Declarant.

### 4.05 ASSESSMENTS AND LIEN RIGHTS

#### (A) Assessments for common expenses

(i) Until the association makes the initial common expense assessment, the Declarant shall pay all common expenses. The initial common expense assessment, made at time of purchase of each Lot, shall be in the amount of \$150.00 per year. After any assessment has been made by the association, assessments shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the association.

Common expenses of the community shall be paid for by the association such as, but not limited to, liability insurance for Board members, street lights, entrance sign placement and repair and monthly newsletter.

(ii) Each Lot owner is liable for assessments made against such owner's Lot during the period of ownership of such Lot.

(iii) The Declarant shall not be required to pay any assessments for Lots owned by the Declarant unless built on.

#### (B) Lien for Assessments

The Association has a statutory lien on a Lot for any assessment levied against that Lot or fines imposed against its Lot owner. Fees, charges, late charges, attorney fees, fines, and interest charged pursuant to this Declaration or the Act are enforceable as assessments.

The amount of the lien shall include all those items set forth in this section 4.05(B) from the time such items become due. If an assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid association acceleration of installment obligations.

### ARTICLE 5.00 DESIGN AND BUILDING REQUIREMENTS

#### 5.01 HOUSE SIZE

A minimum house size of a ranch house or a raised ranch house shall be 2,200 square feet on the main floor. Two story homes shall have 1,600 square feet finished minimum on the first floor, and 2,600 square feet total finished minimum including an upper or lower level that is more than 50% above ground level. Multi-level homes shall have a minimum of 2,000 square feet finished on two adjacent levels, and 2,600 square feet total finished minimum on all levels that are more than 50% above ground level. Porches, decks, garages, patios, breezeways, and/or basements shall not be utilized in the calculating of square feet requirements. All homes shall have an attached two-car garage minimum.

#### 5.02 RESIDENCE EXTERIOR SURFACE

Residence shall have no lap siding and all of the non-window/door front exterior surface areas shall be finished in brick or masonry and no metal roofs allowed. Decorative wood trim and decorative shake shingles allowed.

#### 5.03 RESIDENCE STYLE

All residence dwelling units shall have either item (i) or item (vii) and at least three (3) of the following qualities or have Board approval:

(i) "Horizontal offset" of a minimum of four (4) feet in both the front and rear of all residence units

(ii) Architectural detail around all windows on all residence units

(iii) Provisions of a front porch containing a minimum of 200 square feet

(iv) Provisions of covered walkways or covered entries

(v) Provision of bay windows

(vi) Provision of domer windows

(vii) Minimum of two (2) roof breaks (roofs that turn a corner or change elevation)

#### 5.04 RESIDENCE DRIVEWAY

All private drives shall be constructed using non-tracking materials, including temporary drives prior to construction activity.

#### 5.05 FENCES AND LANDSCAPING

All Lot perimeter fencing shall be constructed of one of the following materials: split rail, round rail, or PVC. No perimeter fence shall be constructed more than three rails high or white in color. A privacy fence of no more than six (6) feet high shall be allowed to be constructed at the rear of the residence dwelling so long as it is no more than one hundred (100) feet from the rear of the residence dwelling unit or projects no more than fifty (50) feet from the sides of the residence. Landscaping of all yards shall be completed within one year of the completion of the construction of any residence dwelling unit.

#### 5.06 EASEMENTS GRANTED BY DECLARANT

Notwithstanding anything in this Declaration to the contrary, Declarant may grant easements within twenty (20) feet of any lot line across any part of The Ridge at Riverdale for underground electric transmission lines, telephone lines, gas lines, water and sewer lines, cable television lines and facilities, drainage and all other utilities, provided that such easements which are granted after construction of permanent improvements upon any Lot shall not unreasonably interfere with the use of such improvements. If such easements are granted by Declarant, the costs of installing and maintaining any improvements pursuant to such easement shall be paid by either the Declarant or the grantee under the easement as Declarant may determine and the party responsible for such costs shall restore the ground disturbed by such improvements to its original condition immediately after such construction or installation. Declarant does hereby reserve for itself, its successors and assigns perpetual easements as shown and described on the recorded plot for the purpose of construction, maintenance, operating, replacing, enlarging, and repairing power, telephone, water, irrigation, storm drainage, gas and similar lines, pipes, wires, ditches, and conduits. Such easements as are disclosed on the plat as utility easements may be fenced but not excavated or built upon.

#### 5.07 TANKS

No elevated tanks or appurtenances of any kind shall be erected, placed or permitted upon any part of the Lot except cell tower on Lot 2, block 3, oil well on Lot 3, block 2 and oil well and tanks on Lot 3, block 1.

#### 5.08 OUTBUILDINGS AND SMALL STORAGE SHEDS

All outbuildings and sheds shall conform to the requirements of Adams County Rural Estates Zoning. There shall be not more than two(2) outbuildings per lot (one of which may be a barn). Setback requirements for all outbuildings are equal to the rear plane of the house, or greater. Notwithstanding any of the following guidelines, it is expressly understood a pole barn shall not be accepted as any type of outbuilding. Outbuildings shall have roof shingles, walls, soffit and exterior finishes (color and design) that blend with the house finish. All outbuilding locations on the property shall be approved by the Board so as to minimize restriction of views from other sites.

Two prefab or kit type small storage sheds a total maximum of 170 square feet or less shall be allowed in addition to the allowed outbuildings. The exterior color scheme and color of roofs of sheds shall match or be complementary to the existing color scheme of the home and follow the setback requirements for outbuildings. Small storage sheds are subject to approval by the Board.

#### 5.09 STRUCTURES NOT ALLOWED

Mobile homes, earthen homes, domes, A-frames, metal outbuildings or metal roofs and all

other styles deemed by the Board to be untypical and incompatible with the community are prohibited. The exterior design of the church to be located on Lot One Block One shall require Board approval.

#### ARTICLE 6.00 VIOLATIONS AND ENFORCEMENT

6.01 In addition to the specific remedies provided for in this Declaration, the Association may enforce the provisions of this Declaration by whatever means may be available in law or in equity.

6.02 The Association shall have the right to prosecute any action to enforce the provisions of the Declaration by injunctive relief, and/or to recover damages, on behalf of itself and all or part of the Owners. In the event of any such litigation, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees as part of any judgment.

6.03 In lieu of, or in addition to other remedies, the Association may levy fines against owners violating the terms hereof as follows: First violation, fifty (50) dollars; Second violation, one hundred (100) dollars; Third and subsequent violations five hundred (500) dollars. These fines may be leveled as special assessments against the owner's Lot to be collected and enforced in the same manner as other assessments made under the authority of the Association.

#### ARTICLE 7.00 GENERAL PROVISIONS

##### 7.01 SEVERABILITY

Should any portion of this Declaration be declared invalid or unenforceable by any Court of competent jurisdiction, such decision(s) shall not affect the validity of the remainder of the Declaration.

##### 7.02 DURATION

This Declaration shall run with and bind the Property and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns for a term of thirty years from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of ten years, unless an instrument in writing, signed by a majority of then Owners, has been recorded within the year preceding each extension agreeing to amend, in whole or in part, or terminate this Declaration, in which case this Declaration shall be amended or terminated as specified therein.

##### 7.03 ASSIGNMENT OF POWERS

Any or all of the rights, powers and reservations of Declarant herein contained may be assigned to any individual or entity which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights and powers and reservations assigned; and upon such individual or entity evidencing consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Declarant herein.

##### 7.04 AMENDMENT BY DECLARANT

For a period of five years from the date this Declaration is recorded, Declarant may unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect upon any right of any Owner.

7.05 AMENDMENT BY OWNERS

(A) Except as set forth above, this Declaration may be amended only by a written instrument signed by sixty-seven(67) percent of the Owners.

(B) No amendment may revoke, modify or eliminate any right or privilege of the Declarant without the written consent of Declarant or of the assignee of any such right or privilege.

7.06 DISPUTE RESOLUTION

In order to encourage the amicable resolution of disputes involving the property and to avoid the emotional and financial costs of litigation, Mediation is made mandatory for the Association, Declarant, Owners, and all persons subject to this Declaration ("Contestants"). All disputes or claims between or among those subject to this Declaration shall be mediated according to the appropriate rules of the American Arbitration Association, although it need not be such Association to provide the mediator.

7.07 LEGAL DESCRIPTION OF THE PROPERTY INCLUDED IN THIS DECLARATION OF THE RIDGE AT RIVERDALE SUBDIVISION

Lots 1,2,3 and 4 of Block One, Lots 1,2,3,4,5,6,7,8,9,10, and 11 of Block Two and Lots 1,2,3,4 of Block Three. Excluded in this Declaration of The Ridge at Riverdale Subdivision are Lot 12 of Block Two, and Lot five of Block Three. COUNTY OF ADAMS, STATE OF COLORADO

EXECUTED BY DECLARANT

IF DECLARANT IS A NATURAL PERSON (s):

Gary L. Wagner Gary L. Wagner

IF DECLARANT IS A CORPORATION:

ATTEST: Save A Child, Inc.  
Name of Corporation

Tom Dale Moore Tom Dale Moore  
President

IF DECLARANT IS A TRUST: Declaration of Trust Dated April 12, 1984

Gary L. Wagner Gary L. Wagner  
Name of Trustee

STATE OF COLORADO \_\_\_\_\_ County of Adams

The foregoing instrument was acknowledged before me this 18 day of Nov 2005

by Gary L. Wagner, Tom Dale Moore, Gary L. Wagner, Trustee

Witness my hand and official seal. My commission expires: 12-31-06

Dal Harris 3500 E 156<sup>th</sup> Ave Brighton, CO  
Notary Public Address 80602

CONSENT AND AGREEMENT

Whereas, the following undersigned have purchased and hold title to Lot 1, Block 2, The Ridge at Riverdale Subdivision, and Lot 1, Block 3, The Ridge at Riverdale Subdivision, located at East 138th Place and Riverdale Road, Brighton, Colorado 80602,

And whereas, said owners purchased these lots prior to the recording of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE RIDGE AT RIVERDALE,

Now, therefore, the undersigned, having read and having an understanding of said covenants, give their consent to and agreement with the contents of the covenants.

Lot 1, Block 2

Lot 1, Block 3

Wade R. Hunt  
Wade R. Hunt

Robert N. Fleming  
Robert N. Fleming

Robin L. Hunt  
Robin L. Hunt

Patricia E. Fleming  
Patricia E. Fleming

STATE OF COLORADO \_\_\_\_\_ County of Adams

The foregoing instrument was acknowledged before me this 18 day of Nov 2005 by Wade R. Hunt, Robin L. Hunt, Robert N. Fleming, Patricia E. Fleming  
Witness my hand and official seal. My commission expires: 12-31-06

Dale Harrison  
Notary Public

3500 E 156<sup>th</sup> Ave  
Address  
Brighton, CO 80602