

529314

529314

DECLARATION OF RESTRICTIVE COVENANTS  
FOR REAL PROPERTY DESCRIBED IN EXHIBIT "A"  
COUNTY OF JEFFERSON, STATE OF COLORADO

COUNTY OF JEFFERSON  
STATE OF COLORADO  
FILED IN THE OFFICE ON  
NOV 3 3 00 PM '72  
RECORDED IN 2442 197  
COUNTY CLERK RECORDER

RECITALS:

1. United Properties of Colorado, Inc., a Colorado corporation, and the undersigned individuals (hereinafter collectively referred to as the "Owners") are the owners of all of that real property described in Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as the "Property").
2. In order to promote and protect development of the Property as an attractive and desirable community, the Owners desire to place certain protective covenants and restrictions on the Property.
3. The Owners have formed or will form a corporation organized under the nonprofit corporation act to enforce, govern and administer on a nonprofit basis the restrictions and covenants set forth in this agreement.

DECLARATION:

The Owners hereby declare that the Property is subject to the limitations, restrictions and protective covenants hereinafter set forth and that all persons who from time to time may own any part, parcel or tract of the Property shall own said Property subject to said protective covenants, reservations, easements and restrictions, all of which run with the land and shall inure to the benefit of and be binding upon all parties having or acquiring any right, title or interest in the property, or any part thereof, and shall inure to the benefit of the owner of each such part, parcel or tract of the Property.

Section 1. Definitions:

In this Declaration of Restrictive Covenants:

- 1.1. The word "Declaration" means and refers to this Declaration of Restrictive Covenants.
- 1.2. The word "Association" means and refers to Crest Hills Home Owners Association, a Colorado corporation not-for-profit,

its successors and assigns, organized and existing or to be organized and exist under the laws of the State of Colorado.

1.3. The word "Property" shall mean and refer to the real property described on Exhibit "A" attached hereto and hereby made a part hereof.

1.4. The word "Owner" means and refers to the record owner, whether one or more persons or entities, of a fee simple title to any tract, part or parcel of the Property of at least ten (10) acres in size, but does not include any one having such interest only as a security interest.

Section 2. Crest Hills Home Owners Association:

2.1. Purposes and Duties of Association. The purposes and duties of the Association are:

(1) To beautify, maintain and keep neat and in good order, to the extent that such functions are not expected to be performed, or in fact, are not performed by any political subdivision of the State of Colorado

(i) Any bridle path, parkway or any unimproved (unsurfaced) portion of any street, drive or way, which is located entirely or partially within, or which is proximate to the area of, and serves the Property and which is dedicated to the public or common use;

(ii) Any fences, trees or landscaping located within any such bridle path described in subparagraph (i); and

(iii) Any entrance (including but not necessarily limited to trees and landscaping) to the Property.

(2) To pay for all costs of electricity and gas for, and any other incidental costs in connection with, all public or common street lights located within the Property.

(3) To enforce the restrictions and covenants set forth in this Declaration; and

(4) To encourage the maintenance of the Property so as to preserve the beauty of the area and thus protect property values.

2.2. Membership and Voting Rights. Each Owner of a part of the Property is a member of the Association. A purchaser of a lot, tract or parcel of land of at least ten (10) acres in size of the Property by accepting the deed to the lot agrees to become a member. There shall be one vote for each ten (10) acre lot, tract or parcel of land as provided by the Bylaws of the Association. If a part of the Property is owned by more than one person, all who qualify as Owner under Section 1.4 shall be members, and the vote for such part of the Property shall be exercised as they determine among themselves.

2.3. Charges and Assessments.

(1) Each part of the Property which is separately owned shall be subject to an annual maintenance charge or assessment to be paid to the Association, for the purpose of providing a general fund to enable the Association to perform the duties hereinafter set forth. The amount of such assessment shall be fixed annually by the Association and shall be charged or assessed against each Owner's Property in the same proportion as each Owner's ownership of the Property. The first assessment, if any, shall be made for the year beginning January 1, 1973, and thereafter each assessment shall be made for each subsequent calendar year commencing as of January 1st each year. Each yearly assessment shall be due and payable on or before ninety (90) days after it has been fixed and levied, but in no event shall the due date thereof be prior to the first day of February. It shall be the duty of the Association to notify all owners of the fee simple title to any part, parcel or tract of the Property, whose addresses are listed with the said Association, within thirty (30) days after said assessment has been fixed and levied, giving the amount of the charge or assessment for said year, when due, and the amount due on each lot or parcel of land owned by each such owner. Failure of the Association to levy the assessment or

charge for any one year shall not affect the right of said Association to do so for any subsequent year.

(2) A written or printed notice thereof deposited in the United States Post Office with postage prepaid, return receipt requested, and addressed to the respective Owners at the last address listed with the Association shall be deemed to be sufficient and proper notice for this purpose or for any other purposes of this Declaration, where notice is required.

(3) The amounts of assessments which are not paid when due in accordance with the terms hereof, including interest thereon at twelve per cent (12%) per annum, shall constitute a lien on the property of each owner superior and prior to all other liens and encumbrances, except only for tax and special assessment liens in favor of any assessing unit and all sums unpaid on a mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of such a lien. To evidence such lien the Board of Directors of the Association shall prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the owner of the property and a description of the property. Such a notice shall be signed by one of the Board of Directors and shall be recorded in the office of the Clerk and Recorder of Jefferson County, Colorado. Such lien for assessments shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting owner's property by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. The lien provided for herein shall be in favor of the Association and for the benefit of all the members thereof. In any such foreclosure, the owner shall be required to pay the costs and expenses of such proceedings, the costs, expenses and attorney's fees for filing the notice or claim of lien and all reasonable attorney's fees and costs in connection with such foreclosure. The

owner shall also be required to pay to the Association assessments for the property owned by him during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association, acting in behalf of all of the owners, shall have the power to bid in the property at foreclosure sale and to acquire and hold, lease, mortgage, encumber and convey the same.

(4) Such charges, assessments and penalties shall be applied by the Association only toward payment of the reasonable costs incurred in fulfilling the purposes of the Association.

Section 3. Architectural Control Committee:

3.1. Membership and Procedure.

(1) The Architectural Control Committee shall be composed of the members of the Board of Directors of the Association as said Board of Directors is presently constituted and as may be constituted from time to time in the future.

(2) The initial membership of the Architectural Control Committee is as follows:

Wade M. Parker  
7915 West 39th Avenue  
Lakewood, Colorado 80033

Gerald E. Johnson  
5667 South King Street  
Littleton, Colorado 80123

Richard E. Hannum  
1676 South Welch Circle  
Lakewood, Colorado 80228

Tilden F. Hall  
5220 Meade Street  
Arvada, Colorado 80221

(3) If the membership of the Architectural Control Committee is changed, a statement naming the members of the Committee shall be recorded in the Office of the Clerk and Recorder of Jefferson County, Colorado.

3.2. Approval of Plans. All plans and specifications in connection with the construction of any residence, fence, wall, driveway

or other structure and in connection with any exterior remodeling of any residence or other structure or any alteration of any wall, fence or driveway (and, in connection with the construction of a residence, the general landscape plan) shall require the approval in writing of the Architectural Control Committee. Before the construction work begins, three complete sets of plans and specifications, including the exterior design, the principal exterior materials to be used, the color scheme, the site plan, a topographic survey of the location of the building with respect to topography and finished grade elevations, the location of the driveway, plans for the proper drainage of the lot with respect to adjacent lots, and, in connection with the construction of the residence, the general landscape plan, shall be submitted to the Architectural Control Committee for approval. In passing upon such plans, specifications and other requirements, the Architectural Control Committee may take into consideration whether the proposed residence or other structure and the materials of which it is to be built are suitable for the residential lot or site upon which the residence or other structure is to be erected, the harmony thereof with the surroundings and the effect of the residence or other structure as planned on the outlook from adjacent or neighboring property. No residence or structure of any kind which has not received approval by the Architectural Control Committee and which does not fully comply with such approved plans and specifications shall be erected, constructed, placed or maintained upon any residential lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, two copies of which shall be returned to the owner of the residential lot upon which the proposed work is to be done. One copy shall be retained by the Committee. No changes or deviations in and from such plans and specifications as approved shall be made without the prior written notice of the Architectural Control Committee. The Architectural Control Committee shall not be responsible for any structural defects in such plans or specifications or in any

building or structure erected according to such plans and specifications.

3.3. Members of Committee Not Liable For Damages. The Architectural Control Committee shall not be liable for payment of any damages based on any action or failure to act as a member of said Committee.

Section 4. Residential Area:

4.1. Restriction to Residential Use. No tract, parcel or part of the property shall be used except for single family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any tract, parcel or part of the property other than one single-family dwelling house of not more than two stories with an attached garage and such fences and walls as permitted by this Declaration, provided, however, that a swimming pool, kennel or stable or other related outbuildings may be permitted if the design and location are approved by the Architectural Control Committee. Every outbuilding shall correspond in style and architecture to the residence to which it is appurtenant and shall be of the same exterior materials, both walls and roof, as such residence.

4.2. Size of Parcels. No tracts, parcels or parts of the property shall be subdivided into tracts, parcels or parts of less than ten (10) acres each, including any easements for public or private roads on the Property.

4.3. Size of Residence. No single family residence or dwelling shall be built on any part, parcel or tract of the property unless the ground floor area of the main structure of said single family residence or dwelling, exclusive of open porches and garages, shall be at least 800 square feet.

4.4. Completion and Occupancy.

(1) A residence shall be completed within 12 months after construction begins. The time limit may be extended by the Architectural Control Committee if unusual circumstances delay completion and shall be extended upon proof that the delay is caused

by strike, the shortage of material, government restrictions or acts of God.

(2) No residence erected upon any parcel, part or tract of the property shall be lived in until it has been approved for occupancy by the appropriate governmental agency. No trailer home or temporary building shall be placed on any residential lot except a shed for tools and supplies while used in connection with the construction of a residence.

4.5. Location of Improvements, Wells and Sewage Systems.

No building, outbuilding or other improvement shall be erected, located, placed or altered on any part or parcel of land within 100 feet of the property line dividing any adjoining or adjacent parcel of land within Exhibit "A" except as may be approved by the Architectural Control Committee. No sewage system or well shall be placed, excavated, dug, maintained or otherwise located upon any part or parcel of land within 100 feet of the property line dividing any adjoining or adjacent parcel of land.

4.6. Fences. No fences shall be erected or maintained which are within ten (10) feet of any public or common roadway. No fences shall be erected or maintained which enclose more than 10% of any part or parcel of land unless upon application to and approval by the Architectural Control Committee; provided, however, that every owner of property in the above described land is given notice of said application and given an opportunity to be heard concerning said application. In no event shall more than 50% of any part or parcel of land be enclosed by fence. No fence shall be built enclosing, surrounding or crossing any pond, lake, stream, brook or water course on any part thereof which may now exist or may hereafter be constructed or excavated on said land or any part, parcel or tract thereof, except by such written approval of the Architectural Control Committee for the purpose of watering livestock.

4.7. Livestock. It shall be permissible for the owner or owners of any part, parcel or tract of land to have either one horse or one cow or one goat or one of any other grass eating animal per

five (5) acres. Livestock, poultry, horses or other animals, including dogs, cats and other pets, shall not be kept, raised or bred for commercial purposes.

4.8. Trash. No trash, ashes or other refuse shall be placed, thrown or dumped on any part or parcel of land. There shall be no burning of refuse out of doors. Each owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened or hidden from the public view and protected from disturbance.

4.9. Easements. There is hereby reserved unto each and every owner of any part, parcel or tract of land which is a part of the Property, and said owner's guests who may accompany him, an easement for the purposes of horseback riding, hiking across any other part, parcel or tract, except across those which are enclosed by fences. There is also reserved unto each and every owner, and said owner's guests who may accompany him, an easement for access to and along the banks of any lake, pond, stream, brook or water course which now exists or may hereafter be constructed or excavated upon the said property or any part, parcel or tract thereof. The course or banks of said lake, pond, stream, brook or water course shall not be changed except upon written approval of the Architectural Control Committee.

4.10. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any part or parcel of the property, nor shall anything be done or permitted which shall constitute a nuisance, public or private.

4.11. Minerals. No drilling, development, refining, quarrying, or mining operations of any kind shall be permitted on, upon, in or under any part or parcel of the property pertaining to the exploration for, production of, refining of, acquisition of or removal of any mineral whatsoever, including, but not limited to oil, gas, gold, silver, sand, gravel, quartz, cinnabar, lead, tin, copper or other valuable deposits.

4.12. Utility Lines and Radio and Television Antennas.

All electrical service and telephone lines shall be placed underground. No radio, short wave or telephone transmission or receiving antennas shall extend above the highest roof line of the individual residence unless approved by the Architectural Control Committee.

4.13. Service and Garage Areas.

(1) All clotheslines, equipment, wood piles or storage piles shall be fenced or walled in or otherwise concealed from the view of other parts, parcels or tracts of the property, bridle paths and streets. Plans for all enclosures of this nature must be approved by the Architectural Control Committee prior to construction.

(2) No trailers of any kind shall be kept on any part, parcel or tract of the property, except when stored in the garage or enclosed service area.

4.14. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any part, parcel or tract of the property or improvement thereon except a name and address or a "For Sale" or "For Rent" sign. No other billboard or advertising sign of any kind or design shall be allowed.

4.15. Miscellaneous.

(1) No trees, except dead or damaged trees, shall be cut or removed except to permit construction of buildings, out-buildings or other improvements.

(2) Hunting shall not be permitted nor shall the discharge or shooting of any air rifles, pellet guns, fire arms or explosives be permitted unless such explosives are utilized for construction purposes only. No car, trucks, buses, or vehicles, motorbikes or other motor driven two wheel vehicles, snowmobiles or other form of motor driven transportation shall be used anywhere on the above described property except on common roads and private driveways.

Section 5. Effect and Duration of Covenants:

5.1. The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the real property described in Exhibit "A", and each owner of property therein, his successors, representatives and assigns and shall continue in full force and effect until January 1, 1999, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each.

Section 6. Amendment:

6.1. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of 75% of the privately owned land included within the boundaries of the real property described in Exhibit "A".

Section 7. Enforcement:

7.1. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, by the provisions of this Declaration, including but not necessarily limited to the enforcement of the charges, assessments and penalties provided for herein.

7.2. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against United Properties of Colorado, Inc., or Wade M. Parker for or on account of failure to bring any action on account of any breach of these covenants, reservations, or restrictions, or for imposing restrictions and covenants herein which may not be enforceable.

7.3. Failure by the Association or by any owner to enforce any covenant or restriction contained in this Declaration at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

Section 8. Severability:

8.1. Invalidity of any one of the provisions of this

instrument by judgment or court order or decree shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Declaration this 14<sup>th</sup> day of OCTOBER, 1972.

ATTEST:  
Dale S. Parker  
Dale S. Parker, Secretary

UNITED PROPERTIES OF COLORADO, INC.

By Wade M. Parker  
Wade M. Parker, President  
*Wade M. Parker 10/14/72*

Gerald E. Johnson  
GERALD E. JOHNSON

M. Lucile Johnson  
M. LUCILE JOHNSON

Charles H. Johnson  
CHARLES H. JOHNSON

Betty J. Johnson  
BETTY J. JOHNSON

Richard E. Hannum  
RICHARD E. HANNUM

Linda C. Hannum  
LINDA C. HANNUM

Tilden F. Hall  
TILDEN F. HALL

Evelyn M. Hall  
EVELYN M. HALL

William L. Platte  
WILLIAM L. PLAHE

Dorothy Platte  
DOROTHY PLAHE

Orin W. Bladow  
ORIN W. BLADOW

Wade M. Parker  
WADE M. PARKER

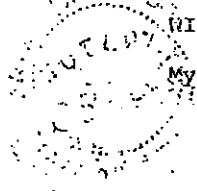
STATE OF COLORADO )  
 ) ss:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 1972, by Wade M. Parker as President and by Dale S. Parker as Secretary of UNITED PROPERTIES OF COLORADO, INC., a corporation.

WITNESS my hand and official seal.

My Commission Expires: August 12, 1976.

Dorinda J. Solberg  
Notary Public



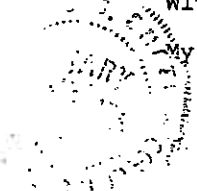
STATE OF COLORADO )  
 ) ss:  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 28 day of SEPTEMBER 1972, by GERALD E. JOHNSON.

WITNESS my hand and official seal.

My Commission Expires: My Commission expires Feb. 3, 1973.

Gerald E. Smith  
Notary Public



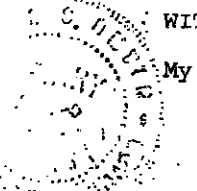
STATE OF COLORADO )  
 ) ss:  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 28 day of SEPTEMBER, 1972, by M. LUCILE JOHNSON.

WITNESS my hand and official seal.

My Commission Expires: My Commission expires Feb. 3, 1973.

Gerald E. Smith  
Notary Public



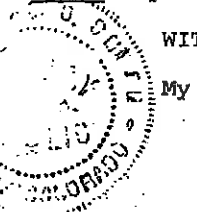
STATE OF COLORADO )  
 ) ss:  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 26 day of SEPTEMBER, 1972, by CHARLES H. JOHNSON.

WITNESS my hand and official seal.

My Commission Expires: My Commission expires Feb 2 1973.

Gerald E. Smith  
Notary Public

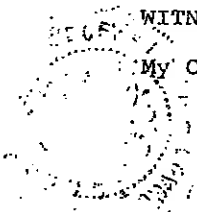


STATE OF COLORADO )  
 )  
COUNTY OF ARAPAHOE ) ss:

The foregoing instrument was acknowledged before me this 18 day of SEPTEMBER, 1972, by BETTY J. JOHNSON.

WITNESS my hand and official seal.

My Commission Expires: My Commission expires Feb. 3, 1973



[Signature]  
Notary Public

STATE OF COLORADO )  
 )  
COUNTY OF El Paso ) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of 4/13/74, 1972, by RICHARD E. HANNUM.

WITNESS my hand and official seal.

My Commission Expires: \_\_\_\_\_

[Signature]  
Notary Public



STATE OF COLORADO )  
 )  
COUNTY OF El Paso ) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of 9/13/72, 1972, by LINDA C. HANNUM.

WITNESS my hand and official seal.

My Commission Expires: \_\_\_\_\_

[Signature]  
Notary Public

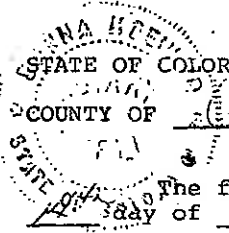


STATE OF COLORADO )  
 )  
COUNTY OF [Signature] ) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of [Signature], 1972, by TILDEN F. HALL.

WITNESS my hand and official seal.

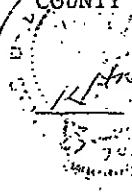
My Commission Expires: My Commission expires July 21, 1976



[Signature]  
Notary Public

STATE OF COLORADO )  
COUNTY OF Lincoln )

ss:



The foregoing instrument was acknowledged before me this day of October, 1972, by EVELYN M. HALL.

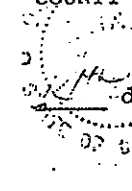
WITNESS my hand and official seal.

My Commission Expires: My Commission expires July 21, 1976.

[Signature]  
Notary Public

STATE OF COLORADO )  
COUNTY OF Lincoln )

ss:



The foregoing instrument was acknowledged before me this day of October, 1972, by WILLIAM L. PLAHE.

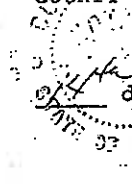
WITNESS my hand and official seal.

My Commission Expires: My Commission expires July 21, 1976.

[Signature]  
Notary Public

STATE OF COLORADO )  
COUNTY OF Lincoln )

ss:



The foregoing instrument was acknowledged before me this day of October, 1972, by DOROTHY PLAHE.

WITNESS my hand and official seal.

My Commission Expires: My Commission expires July 21, 1976.

[Signature]  
Notary Public

STATE OF COLORADO )  
COUNTY OF Lincoln )

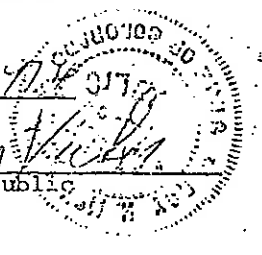
ss:

14 The foregoing instrument was acknowledged before me this day of October, 1972, by ORIN W. BLADOW.

WITNESS my hand and official seal.

My Commission Expires: Sept 25 1976

[Signature]  
Notary Public



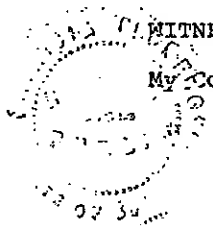
2442 212

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER ) ss:

The foregoing instrument was acknowledged before me this  
26th day of October, 1972, by WADE M. PARKER.

WITNESS my hand and official seal.

My Commission Expires: August 12, 1976.



*Daniel Hoberg*  
Notary Public

2442 212

## EXHIBIT "A"

## PARCEL A:

The East one-half of the Southeast one-quarter and the East one-half of the Northeast one-quarter of Section 8, Township 5 South, Range 70 West of the 6th p.m.,

EXCEPT that certain tract located in the Northeast corner of said East one-half of the Northeast one-quarter of Section 8, described as follows:

Beginning at the Northeast corner of Section 8, Township 5 South, Range 70 West; thence South  $0^{\circ} 45'$  West, 596.72 feet; thence North  $63^{\circ} 44'$  West, 99.26 feet; thence North  $75^{\circ} 34'$  West, 125.4 feet; thence South  $86^{\circ} 43'$  West, 103.42 feet; thence North  $62^{\circ} 42'$  West, 198.49 feet; thence North  $62^{\circ} 38'$  West, 174.76 feet; thence North  $51^{\circ} 35'$  West, 154.54 feet; thence North  $65^{\circ} 39'$  West, 214.78 feet; thence North  $36^{\circ} 27'$  West, 227.11 feet; thence South  $89^{\circ} 24' 10''$  East, 1103.35 feet, more or less, to the point of beginning, County of Jefferson, State of Colorado.

## PARCEL B:

That part of the Northwest one-quarter of the Northeast one-quarter of Section 8, Township 5 South, Range 70 West of the 6th p.m., described as follows:

Commencing at the Northeast corner of said Section 8; thence North  $89^{\circ} 20'$  West along the North line of said Section 8, a distance of 2335.48 feet to the point of beginning of the property hereinafter being described; thence South  $3^{\circ} 48'$  West, a distance of 50.07 feet; thence South  $89^{\circ} 20'$  East, a distance of 97.00 feet; thence Easterly along the arc of a curve to the right, having a central angle of  $44^{\circ} 20'$  and a radius of 375 feet, an arc distance of 290.16 feet; thence Easterly along the arc of a curve to the left, having a central angle of  $33^{\circ} 18'$  and a radius of 425 feet, an arc distance of 247.01 feet; thence South  $78^{\circ} 18'$  East, a distance of 183 feet; thence Southeasterly along the arc of a curve to the right, having a central angle of  $25^{\circ} 28'$  and a radius of 375 feet, an arc distance of 166.68 feet; thence South  $52^{\circ} 50'$  East, a distance of 216 feet, more or less, to a point on the East line of the said West one-half of the Northeast one-quarter of Section 8, thence Northerly along said East line of the West one-half of the Northeast one-quarter of Section 8, a distance of 500 feet, more or less, to the Northeast corner thereof; thence North  $89^{\circ} 20'$  West along the North line of said Section 8, a distance of 1085 feet, more or less, to the point of beginning, County of Jefferson, State of Colorado.

## PARCEL C:

That part of the West one-half of the Northeast one-quarter of Section 8, Township 5 South, Range 70 West of 6th p.m., being a 50 foot strip of land, the center line thereof being described as follows:

Commencing at the Northeast corner of said Section 8; thence North  $89^{\circ} 20'$  West along the North line of said Section 8, a distance of 2360.51 feet to the point of beginning of the center line of said 50 foot strip of land hereinafter being described; thence South  $3^{\circ} 48'$  West, a distance of 811 feet; thence Southerly along the arc of a curve to the left, having a central angle of  $37^{\circ} 58'$  and a radius of 400 feet, an arc distance of 265.06 feet; thence South  $34^{\circ} 10'$  East, a distance of 23 feet; thence Southeasterly along the arc of a curve to the left, having a central angle of  $52^{\circ} 50'$  and a radius of 200 feet, an arc distance of 184.42 feet; thence South  $87^{\circ} 00'$  East, a distance of 90 feet; thence Northeasterly along the arc of a curve to the left, having a central angle of  $71^{\circ} 24'$  and a radius of 200 feet, an arc distance of 249.23 feet; thence Northeasterly along the arc of a curve to the right, having a central angle of  $40^{\circ} 08'$  and a radius of 400 feet, an arc distance of 280.18 feet; thence Easterly along the arc of a curve to the right, having a central angle of  $61^{\circ} 41'$  and a radius of 200 feet, an arc distance of 215.32 feet; thence Southeasterly along the arc of a curve to the left, having a central angle of  $28^{\circ} 45'$  and a radius of 202 feet, an arc distance of 101.36 feet; thence Southeasterly along the arc of a curve to the right, having

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PARCEL C:

a central angle of 45° 33' and a radius of 202 feet, an arc distance of 160.59 feet; thence Southeasterly along the arc of a curve to the left, having a central angle of 0° 48' and a radius of 203 feet, an arc distance of 2.83 feet, more or less, to a point on the East line of said West one-half of the Northeast one-quarter of Section 8, said point being the point of termination of the hereinabove described center line of said 50 foot strip of land, county of Jefferson, State of Colorado

RECORDED IN \_\_\_\_\_  
COUNTY CLERK & RECORDER  
NOV 3 3 00 PM '77  
COUNTY OF JEFFERSON  
STATE OF COLORADO  
FILED IN THE OFFICE ON

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