

## DEDICATION

September 3, 1980

The platting of the following described tract as "SOUTH RIDGE" is made with the free consent and in accordance with the desires of the undersigned sole owners and proprietors. The streets, alleys and open spaces, as shown, are hereby dedicated to the public.

Signed: Doris L. Akey, Doreen Akey, Erma Akey, John M. Akey, Donald E. Akey, Charlotte Jean Wittenburg, Nell Wendel Akey and Malcolm C. Akey, owners, by Malcolm C. Akey, Attorney-in-Fact. Dated and subscribed September 2, 1980 and sworn to before R. C. Stephenson, N. P., State of Colorado. SEAL. Comm. Expires May 1, 1981.

**APPROVAL OF WRAY CITY COUNCIL:** Approved & Accepted by the City of Wray, Yuma County, Colorado Sept. 2, 1980. Signed: Warren P. Stephenson, Mayor, Charles Murphy, City Clerk. SEAL.

**APPROVAL OF WRAY PLANNING COMMISSION:** Approved and accepted by the Wray Planning Commission, City of Wray, Yuma County, Colorado this 29<sup>th</sup> day of July, 1980. Signed: Ronald L. Rieb, Chairman.

**SURVEYOR'S CERTIFICATE:** This is to certify that I have personally supervised a field survey of a subdivision of land in the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 18, T1N, R43W of the 6<sup>th</sup> P. M. The outside boundary of the subdivision can be more particularly described as Beginning at the SW corner of the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 18 T1N, R43W of the 6<sup>th</sup> P.M.; thence N 00°17'40" W, 780.0 feet; thence East, parallel to the South line of the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of said Section 18, 1074.0 feet; thence S 51°57'10" E, 292.0 feet; thence S 00°00'00" E, 600.0 feet to a point on the South line of the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of said Section 18; thence West along the South line of the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of said Section 18, 1300 feet back to the Point of Beginning, being a total area of 22.84 acres.

Said Parcel is hereby subdivided into 23 lots as shown on the accompanying plat. The outside corners of the subdivision and the corners of each lot have been designated in the field by driving a 5/8" X 3" steel rebar with Cap No. 10586 well into the ground. I hereby certify that this field survey was completed in the month of February, 1980 and that the accompanying plat is a true and accurate representation of field conditions as I found them.

For the purpose of this survey, the South line of the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 18, T1N, R43W of the 6<sup>th</sup> P. M., is assumed to run true East and West.

Signed: Louis B. Harmon, Registered P. E. & L. S. #10586. SEAL. Dated March 12, 1980.

**ANNEXATION:** The above described parcel of land was part of an official annexation into the City of Wray by the Wray City Council with the adoption of Ordinance No. 345 on January 8, 1980, recorded in Book 551 at Page 3, of the Yuma County, Colorado records.

**PROTECTIVE COVENANTS:** The following covenants, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, their heirs, executors, administrators and their assigns, and are imposed upon said realty, South Ridge Addition of the Akey Estates, Wray, Colorado, as an obligation or charge against the same for the benefit of the grantors herein named, their successors and assigns; and as a general plan for the benefit of said tract, to-wit:

- (1) Not more than one single-family residence, and appurtenances thereto, shall be erected or constructed upon any lot shown on the annexed plat of the South Ridge Addition of the Akey Estates, Wray, Colorado, except lots one and two, nor shall said premises be used for any purpose other than private residential purposes, including lots one and two.
- (2) No detached buildings of any nature shall be erected at any time except those which are made of the same materials and architectural style of the principal dwelling, except a green house, not to exceed ten feet by twenty feet, and/or, one small out building, not to exceed ten foot by twelve foot shall be allowed on each lot; however, said green house and out building shall be constructed in such a manner and of such material as are aesthetically appropriate with respect to said development.

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- (3) No additions to the original dwelling shall be made except additions which use the same architectural style and like materials as the original dwelling.
  - (4) No private residential dwelling shall be erected or placed on any of said lots which has less than 1,200 square feet of floor space on the main floor or the upper two levels of any split-level home, exclusive of any portion thereof used for a garage or for an outside porch or patio area.
  - (5) No structure shall exceed thirty-five (35) feet in height, except for T. V. and/or radio aerials and antennas.
  - (6) No mobile home, double wide trailer, modular home or structural steel home with metal exterior shall be erected as a dwelling on these premises. Modular home shall be defined as any home that is constructed, assembled, trucked into the location and is assembled by joining the two major preconstructed components on the premises. The definition shall not be constructed to include pre-cut or panelized homes.
  - (7) No structure or part of a structure shall be utilized in construction or as a structure on said lots which has been assembled and/or constructed elsewhere and used elsewhere as a part of any structure or as a structure.
  - (8) Townhouses may be constructed on lots one and two. No townhouses shall exceed two stories.
  - (9) No part of any lot may be sold or subdivided. All lots must be sold and transferred as a whole; however, this shall not preclude joint ownership of a lot.
  - (10) No fence, wall, or hedge shall be erected or maintained on said lots which is higher than six feet. All fences must be constructed from new materials and conform esthetically with the development on said lot.
  - (11) No structure on any lot shall be closer than five feet to the side or back lot line and no structure on any lot shall be closer than twenty-five (25) feet to the front or street side of a lot.
  - (12) Domestic animals shall be allowed provided, however, no animals shall be allowed to run free off the lot of their owner. No horses, cows or other hooved animals shall be housed, kept, or allowed in said subdivision and all livestock and poultry shall also be so excluded.
  - (13) No motor vehicles, trailers, boats or campers or other equipment not in daily use, shall be parked, stored, or kept on any lot except in garages, on lot driveways or on paved or graveled parking areas. In such event, four motor vehicles, one camper or travel trailer and one boat may be kept in said locations. Except as provided herein, no lot may be used for the storage of property in the open except during the original construction period, which shall not exceed 12 months. No commercial or farm vehicles or equipment shall be maintained, parked, stored or kept on any lot except in garages. And no inoperable vehicle shall be upon said premises for more than thirty 30 days.
  - (14) Until such time as the owner commences construction he shall keep the lot in its native state and shall not store any foreign materials of any sort on the property.
  - (15) The level of the ground shall not be changed from the present level by raising or lowering if such raising or lowering shall cause excessive drainage on adjoining lots or prevent the drainage from adjoining lots.
  - (16) The natural vegetation on all drainage areas shall be preserved.
  - (17) Construction of any improvement on any lot shall be completed within twelve (12) months from date of commencement of construction or any excavation for construction.
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Book 602, 446  
Aug. 12, 1983

### AMENDED COVENANTS

Neil Wendel Akey; Malcolm C. Akey and Doris I. Akey; John M. Akey and Doreen Akey; Donald E. Akey and Erma Akey; Charlotte Jean Wittenburg; by Malcolm C. Akey, their Attorney-in-Fact. Date Signed: August 12, 1983. Acknowledged: August 12, 1983, before Katherine L. Luebbers, N. P., County of Yuma, State of Colorado. SEAL. Comm. Expires June 2, 1984.

.....being all of the owners of the SOUTHRIDGE ADDITION OF THE AKEY ESTATES, WRAY, YUMA COUNTY, COLORADO, hereby amend and revoke the previous covenants on said SOUTHRIDGE ADDITION OF THE AKEY ESTATES, WRAY, YUMA COUNTY, COLORADO, said covenants to be amended and re-instituted to read as follows:

### COVENANTS

THE FOLLOWING COVENANTS, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, their heirs, executors, administrators and their assigns, and are imposed upon said realty, SOUTHRIDGE ADDITION OF THE AKEY ESTATES, WRAY, COLORADO, as an obligation or charge against the same for the benefit of the grantors herein named, their successors and assigns; and as a general plan for the benefit of said tract, to-wit:

- (1) Not more than one-single-family residence or one duplex residential unit, and appurtenances thereto, shall be erected or constructed upon any lot shown on the annexed plat of the SOUTHRIDGE ADDITION OF THE AKEY ESTATES, WRAY, COLORADO, except Lots 1 and 2 may be used for multiple family residence, nor shall said premises be used for any purpose other than private residential purposes, including Lots 1 and 2;
- (2) No detached buildings of any nature shall be erected at any time except those which are made of the same materials and architectural style of the principal dwelling, except a green house, not to exceed ten feet by twenty feet, and/or one small out building per family unit, not to exceed ten feet by twelve feet shall be allowed on each lot; however, said green house and out building shall be constructed in such a manner and of such material as are asthetically appropriate with respect to said development;
- (3) No additions to the original dwelling shall be made except additions which use the same architectural style and like materials as the original dwelling;
- (4) No private residential dwelling shall be erected or placed on any of said lots which has less than 1,000 square feet of floor space on the main floor or the upper two levels of any split-level home, exclusive of any portion thereof used for a garage or for an outside porch or patio area;

No duplex unit shall be erected or placed on any of said lots which has less than 1,680 square feet of floor space on the main floor or the upper two levels of any split-level duplex, exclusive of any portion thereof used for a garage or for an outside porch or patio area and the said individual units of said duplex shall not be less than 840 square feet of floor space on the main floor or the upper two levels of any split-level duplex, exclusive of any portion thereof used for a garage or for an outside porch or patio area;

- (5) No structure shall exceed thirty five (35) feet in height, except for T. V. and/or radio aerials and antennas;

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- (6) No mobile home, double wide trailer or structural steel home with metal exterior shall be erected as a dwelling on these premises. Modular homes, pre-cut homes and panelized homes shall be permitted except no home shall have a metal exterior;
  - (7) No structure or part of structure shall be utilized in construction or as a structure on said lots which has been assembled and/or constructed elsewhere and used elsewhere as a part of the structure or as a structure;
  - (8) Townhouses may be constructed on lots one and two. No townhouse shall exceed two stories;
  - (9) No part of any lot may be sold or subdivided. All lots must be sold and transferred as a whole; however, this shall not preclude joint ownership of a lot or condominium ownership of duplex units or multiple family units;
  - (10) No fence, wall, hedge shall be erected or maintained on said lots which is higher than six feet. All fences must be constructed from new materials and conform aesthetically with the development on said lot;
  - (11) No structure on any lot shall be closer than five feet to the side or back lot line and no structure on any lot shall be closer than twenty-five (25) feet to the front or street side of a lot;
  - (12) Domestic animals shall be allowed provided, however, no animals shall be allowed to run free off the lot of their owner. No horses, cows or other hooved animals shall be housed, kept, or allowed in said subdivision and all livestock and poultry shall also be excluded;
  - (13) No motor vehicles, trailers, boats or campers or other equipment not in daily use shall be parked, stored or kept on any lot except in garages, on lot driveways or on paved or graveled parking areas. In such event, four motor vehicles, one camper or travel trailer and one boat may be kept in said locations. Except as provided herein, no lot may be used for the storage of property in the open except during the original construction period, which shall not exceed twelve (12) months. No commercial or farm vehicles or equipment shall be maintained, parked, stored or kept on any lot, except in garages. And no inoperable vehicle shall be upon said premises for more than thirty (30) days;
  - (14) Until such time as the owner commences construction he shall keep the lot in its native state and shall not store any foreign materials of any sort on the property;
  - (15) The level of the ground shall not be changed from the present level by raising or lowering if such raising or lowering shall cause excessive drainage on adjoining lots or prevent the drainage from adjoining lots;
  - (16) The natural vegetation on all drainage areas shall be preserved;
  - (17) Construction of any improvement on any lot shall be completed with twelve (12) months from date of commencement of construction or any excavation for construction;
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Book 755 Page 471  
Reception #479255

December 1, 1995

Malcolm C. Akey,  
Donald E. Akey,  
Neil Wendel Akey,  
Charlotte Jean Wittenburg  
and John M. Akey  
To  
The Public

## COVENANTS

Dated: November 29, 1995  
Ack'd: November 29, 1995,  
before Robert H. Dee, N. P. SEAL  
County of Yuma, State of Colorado  
Comm. Expires July 27, 1996

THE FOLLOWING COVENANTS, restrictions and reservations, dated this 29 day of November, 1995, replace any and all prior covenants, restrictions, and reservations, and shall be perpetual and shall apply to and be forever binding upon the grantees, their heirs, executors, and their assigns, and are imposed upon said realty, South Ridge Addition of the Akey Estates, Wray, Colorado as an obligation or charge against the same for the benefit of the grantors herein named, their successors and assigns; and as a general plan for the benefit of said tract, to-wit:

- (1) Only one single-family residence, and appurtenances thereto, shall be erected or constructed upon any lot shown on the annexed plat of the SOUTH RIDGE ADDITION TO THE AKEY ESTATES, WRAY, COLORADO, EXCEPT for Lots 1, 33 and 34 upon each of which may be erected or constructed one multiple family residence or one duplex unit, said premises shall not be used for any purposes other than private residential purposes, including Lots 1, 33 and 34.
- (2) No detached buildings of any nature shall be erected at any time except those which are made of the same materials and architectural style of the principal dwelling, except a green house not exceed ten feet by twenty feet, and/or one small out building per family unit not to exceed ten feet by twelve feet shall be allowed on each lot; however, any such green house or out building shall be constructed in such a manner and of such materials as are aesthetically appropriate with respect to said development.
- (3) No additions to the original dwelling shall be except additions which use the same architectural style and like materials as the original dwelling.
- (4) (a) Each private residential dwelling to be erected or placed on Lots 24 through 34 and Lots 2, 3 and 5 shall have at least 1,000 square feet of floor space on the main floor, if a single-level structure, or the upper two levels, if a split level structure, exclusive of any portion thereof used for a garage or for an outside porch or patio area.  
(b) Each private residential dwelling to be erected or placed on Lots 9 through 15 and Lots 18 through 21 shall have at least 1,200 square feet of floor space on the main floor, if a single-level structure, or the upper two levels, if a split-level structure, exclusive of any portion thereof used for a garage or for an outside porch or patio area.  
(c) Each private residential dwelling to be erected or placed on Lots 16, 17, 22 and 23 shall have at least 1,500 square feet of floor space on the main floor, if a single-level dwelling, or the upper two levels, if a split level home, exclusive of any portion thereof used for a garage or for an outside porch or patio area.  
(d) Any duplex unit to be erected or placed on any of Lots 1, 33 and 34 shall have at least 2000 square feet of floor space on the main floor, if a single level duplex or the upper two levels of any split-level duplex (and at least 1000 square feet per each half of the unit), exclusive of any portion thereof used for a garage or for an outside porch or patio area.
- (5) No structure shall exceed two stories in height, except for T.V. and/or radio aerials and antennas.

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- (6) No mobile home, double wide trailer or structural steel home with metal exterior shall be erected as a dwelling on these premises. Modular homes, pre-cut homes and panelized homes, shall be permitted only on Lots 1, 2, 3, 5, 24-29, 33 and 34.
  - (7) No structure or part of structure shall be utilized in construction or as a structure on said Lots which has been assembled and/or constructed elsewhere and used elsewhere as a part of any structure or as a structure.
  - (8) No part of any lot may be sold or subdivided. All lots must be sold and transferred as a whole; however, this shall not preclude joint ownership of any lot.
  - (9) No fence, wall, or hedge which is higher than six feet shall be erected or maintained on said lots. All fences must be constructed from new materials and conform aesthetically with the development of said lot.
  - (10) No structure on any lot shall be closer than five feet to the side or back lot line and no structure on any lot shall be closer than (25) feet to the front or street side of a lot.
  - (11) Small domestic animals (cats, dogs, etc.) shall be allowed; however, no animals shall be allowed to run free off the lot of their owner. Horses, cows, or other large domestic hooved animals shall not be housed, kept, or allowed in said subdivision and all other livestock and poultry shall also be so excluded.
  - (12) Motor vehicles, trailers, boats or campers or other equipment which are not capable of daily use shall not be parked, stored or kept on any lot except in garages, on lot driveways or on paved or graveled parking areas. In any event, no more than four motor vehicles, one camper or travel trailer, and one boat may be kept in said locations. Except as provided herein, no lot may be used for the storage of property in the open except during the original construction period, which shall not exceed twelve (12) months. No commercial or farm vehicles or equipment shall be maintained, parked, stored or kept on any lot except in garages, and no inoperable vehicle shall be upon said premises for more than thirty (30) days.
  - (13) Until such time as the owner commences construction he shall keep the lot in its native state and shall not store any foreign materials of any sort on the property.
  - (14) The level of the ground shall not be changed from the present level by raising or lowering if such raising or lowering shall either cause excessive drainage onto adjoining lots or prevent drainage from adjoining lots.
  - (15) The natural vegetation on all drainage areas shall be preserved.
  - (16) Construction of any improvement on any lot shall be completed within twelve (12) months from date of commencement of construction or any excavation for construction.
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COVENANTS

Dated: November 29, 1995

July 20, 2007

THE FOLLOWING COVENANTS, restrictions and reservations, dated this 29 day of November, 1995, replace any and all prior covenants, restrictions, and reservations, and shall be perpetual and shall apply to and be forever binding upon the grantees, their heirs, executors, and their assigns, and are imposed upon said realty, South Ridge Addition of the Akey Estates, Wray, Colorado as an obligation or charge against the same for the benefit of the grantors herein named, their successors and assigns; and as a general plan for the benefit of said tract, to-wit:

- (1) Only one single-family residence, and appurtenances thereto, shall be erected or constructed upon any lot shown on the annexed plat of the SOUTH RIDGE ADDITION TO THE AKEY ESTATES, WRAY, COLORADO FOURTH FILING, EXCEPT for Lots 1, 33 and 34 upon each of which may be erected or constructed one multiple family residence or one duplex unit, said premises shall not be used for any purposes other than private residential purposes, including Lots 1, 33 and 34.
- (2) No detached buildings of any nature shall be erected at any time except those which are made of the same materials and architectural style of the principal dwelling, except a green house not exceed ten feet by twenty feet, and/or one small out building per family unit not to exceed ten feet by twelve feet shall be allowed on each lot; however, any such green house or out building shall be constructed in such a manner and of such materials as are aesthetically appropriate with respect to said development.
- (3) No additions to the original dwelling shall be except additions which use the same architectural style and like materials as the original dwelling.
- (4)
  - (a) Each private residential dwelling to be erected or placed on Lots 24 through 34 and Lots 2, 3 and 5 shall have at least 1,000 square feet of floor space on the main floor, if a single-level structure, or the upper two levels, if a split level structure, exclusive of any portion thereof used for a garage or for an outside porch or patio area.
  - (b) Each private residential dwelling to be erected or placed on Lots 9 through 15 and Lots 18 through 21 shall have at least 1,200 square feet of floor space on the main floor, if a single-level structure, or the upper two levels, if a split-level structure, exclusive of any portion thereof used for a garage or for an outside porch or patio area.
  - (c) Each private residential dwelling to be erected or placed on Lots 16, 17, 22 and 23 shall have at least 1,500 square feet of floor space on the main floor, if a single-level dwelling, or the upper two levels, if a split level home, exclusive of any portion thereof used for a garage or for an outside porch or patio area.
  - (d) Any duplex unit to be erected or placed on any of Lots 1, 33 and 34 shall have at least 2000 square feet of floor space on the main floor, if a single level duplex or the upper two levels of any split-level duplex (and at least 1000 square feet per each half of the unit), exclusive of any portion thereof used for a garage or for an outside porch or patio area.
- (5) No structure shall exceed two stories in height, except for T.V. and/or radio aerials and antennas.
- (6) No mobile home, double wide trailer or structural steel home with metal exterior shall be erected as a dwelling on these premises. Modular homes, pre-cut homes and panelized homes, shall be permitted only on Lots 1, 2, 3, 5, 24-29, 33 and 34.

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- (7) No structure or part of structure shall be utilized in construction or as a structure on said Lots which has been assembled and/or constructed elsewhere and used elsewhere as a part of any structure or as a structure.
  - (8) No part of any lot may be sold or subdivided. All lots must be sold and transferred as a whole; however, this shall not preclude joint ownership of any lot.
  - (9) No fence, wall, or hedge which is higher than six feet shall be erected or maintained on said lots. All fences must be constructed from new materials and conform aesthetically with the development of said lot.
  - (10) No structure on any lot shall be closer than five feet to the side or back lot line and no structure on any lot shall be closer than (25) feet to the front or street side of a lot.
  - (11) Small domestic animals (cats, dogs, etc.) shall be allowed; however, no animals shall be allowed to run free off the lot of their owner. Horses, cows, or other large domestic hooved animals shall not be housed, kept, or allowed in said subdivision and all other livestock and poultry shall also be so excluded.
  - (12) Motor vehicles, trailers, boats or campers or other equipment which are not capable of daily use shall not be parked, stored or kept on any lot except in garages, on lot driveways or on paved or graveled parking areas. In any event, no more than four motor vehicles, one camper or travel trailer, and one boat may be kept in said locations. Except as provided herein, no lot may be used for the storage of property in the open except during the original construction period, which shall not exceed twelve (12) months. No commercial or farm vehicles or equipment shall be maintained, parked, stored or kept on any lot except in garages, and no inoperable vehicle shall be upon said premises for more than thirty (30) days.
  - (13) Until such time as the owner commences construction he shall keep the lot in its native state and shall not store any foreign materials of any sort on the property.
  - (14) The level of the ground shall not be changed from the present level by raising or lowering if such raising or lowering shall either cause excessive drainage onto adjoining lots or prevent drainage from adjoining lots.
  - (15) The natural vegetation on all drainage areas shall be preserved.
  - (16) Construction of any improvement on any lot shall be completed within twelve (12) months from date of commencement of construction or any excavation for construction.
  - (17) Lots 35, 36, 37, 38 & 39 have been grand-fathered into South Ridge Subdivision.  
Replacing Lots 1, 2, 33 and 34, which have been converted to a park and/or green belt area.  
Lots 35, 36, 37, 38 & 39 shall conform to the requirements, restrictions and reservations of South Ridge Subdivision Covenants dated November 29<sup>th</sup> 1995, including Item 4 (C).
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COVENANTS

Fourth Filing of South Ridge Subdivision Covenants

THE FOLLOWING COVENANTS, restrictions and reservations, dated this 29 day of November, 1995, replace any and all prior covenants, restrictions, and reservations, and shall be perpetual and shall apply to and be forever binding upon the grantees, their heirs, executors, administrators and their assigns, and are imposed upon said realty, South Ridge Addition of the Akey Estates, Wray, Colorado as an obligation or charge against the same for the benefit of the grantors herein named, their successors and assigns; and as a general plan for the benefit of said tract, to-wit:

(1) Only one single-family residence, and appurtenances thereto, shall be erected or constructed upon any lot shown on the annexed plat of the SOUTH RIDGE ADDITION TO THE AKEY ESTATES, WRAY, COLORADO, except for lots 1, 33 and 34, upon each of which may be erected or constructed one multiple family residence or one duplex unit, said premises shall not be used for any purpose other than private residential purposes, including lots 1, 33 and 34.

(2) No detached buildings of any nature shall be erected at any time except those which are made of the same materials and architectural style of the principal dwelling, except a green house not exceed ten feet by twenty feet, and/or one small out building per family unit not to exceed ten feet by twelve feet shall be allowed on each lot; however, any such green house or out building shall be constructed in such a manner and of such materials as are aesthetically appropriate with respect to said development.

(3) No additions to the original dwelling shall be made except additions which use the same architectural style and like materials as the original dwelling.

(4) (a) Each private residential dwelling to be erected or placed on lots 24 through 34 and lots 2, 3, and 5 shall have at least 1,000 square feet of floor space on the main floor, if a single-level structure, or the upper two levels, if a split-level structure, exclusive of any portion thereof used for a garage or for an outside porch or patio area.

(b) Each private residential dwelling to be erected or placed on lots 9 through 15 and lots 18 through 21 shall have at least 1,200 square feet of floor space on the main floor, if a single-level structure, or the upper two levels, if a split-level structure, exclusive of any portion thereof used for a garage or for an outside porch or patio area.



- (c) Each private residential dwelling to be erected or placed on lots 16, 17, 22 and 3 shall have at least 1,500 square feet of floor space on the main floor, if a single-level dwelling, or the upper two levels, if a split-level home, exclusive of any portion thereof used for a garage or for an outside porch or patio area.
- (d) Any duplex unit to be erected or placed on any of lots 1, 33, and 34 shall have at least 2000 square feet of floor space on the main floor, if a single level duplex, or the upper two levels of any split-level duplex (and at least 1000 square feet per each half of the unit), exclusive of any portion thereof used for a garage or for an outside porch or patio area.

(5) No structure shall exceed two stories in height, except for T.V. and/or radio aerials and antennas.

(6) No mobile home, double wide trailer or structural steel home with metal exterior shall be erected as a dwelling on these premises. Modular homes, pre-cut homes and panelized homes shall be permitted only on Lots 1, 2, 3, 5, 24 - 29, 33 and 34.

(7) No structure or part of structure shall be utilized in construction or as a structure on said lots which has been assembled and/or constructed elsewhere and used elsewhere as a part of any structure or as a structure.

(8) No part of any lot may be sold or subdivided. All lots must be sold and transferred as a whole; however, this shall not preclude joint ownership of any lot.

(9) No fence, wall, or hedge which is higher than six feet shall be erected or maintained on said lots. All fences must be constructed from new materials and conform aesthetically with the development of said lot.

(10) No structure on any lot shall be closer than five feet to the side or back lot line and no structure on any lot shall be closer than (25) feet to the front or street side of a lot.

(11) Small domestic animals (cats, dogs, etc.) shall be allowed; however, no animals shall be allowed to run free off the lot of their owner. Horses, cows, or other large domestic hooved animals shall not be housed, kept, or allowed in said subdivision and all other livestock and poultry shall also be excluded.



(12) Motor vehicles, trailers, boats or campers or other equipment which are not capable of daily use shall not be parked, stored or kept on any lot except in garages, on lot driveways or on paved or graveled parking areas. In any event, no more than four motor vehicles, one camper or travel trailer, and one boat may be kept in said locations. Except as provided herein, no lot may be used for the storage of property in the open except during the original construction period, which shall not exceed twelve (12) months. No commercial or farm vehicles or equipment shall be maintained, parked, stored or kept on any lot except in garages, and no inoperable vehicle shall be upon said premises for more than thirty (30) days.

(13) Until such time as the owner commences construction he shall keep the lot in its native state and shall not store any foreign materials of any sort on the property.

(14) The level of the ground shall not be changed from the present level by raising or lowering if such raising or lowering shall either cause excessive drainage onto adjoining lots or prevent drainage from adjoining lots.

(15) The natural vegetation on all drainage areas shall be preserved.

(16) Construction of any improvement on any lot shall be completed within twelve (12) months from date of commencement of construction or any excavation for construction.

(17) Lots 35, 36, 37, 38 & 39 have been *grand-fathered* into South Ridge Subdivision

replacing Lots 1, 2, 33 and 34, which have been converted to a park and/or green belt area.

Lots 35, 36, 37, 38 & 39 shall conform to the requirements, restrictions and reservations of South Ridge Subdivision Covenants dated November 29<sup>th</sup>, 1995, including Item 4 ( C ).

COVENANTS

THE FOLLOWING COVENANTS, restrictions and reservations, dated this 29 day of November, 1995, replace any and all prior covenants, restrictions, and reservations, and shall be perpetual and shall apply to and be forever binding upon the grantees, their heirs, executors, administrators and their assigns, and are imposed upon said realty, South Ridge Addition of the Akey Estates, Wray, Colorado as an obligation or charge against the same for the benefit of the grantors herein named, their successors and assigns; and as a general plan for the benefit of said tract, to-wit:

(1) Only one single-family residence, and appurtenances thereto, shall be erected or constructed upon any lot shown on the annexed plat of the SOUTH RIDGE ADDITION TO THE AKEY ESTATES, WRAY, COLORADO, except for Lots 1, 33 and 34, upon each of which may be erected or constructed one multiple family residence or one duplex unit, said premises shall not be used for any purpose other than private residential purposes, including Lots 1, 33 and 34.

(2) No detached buildings of any nature shall be erected at any time except those which are made of the same materials and architectural style of the principal dwelling, except a green house not exceed ten feet by twenty feet, and/or one small out building per family unit not to exceed ten feet by twelve feet shall be allowed on each lot; however, any such green house or out building shall be constructed in such a manner and of such materials as are aesthetically appropriate with respect to said development.

(3) No additions to the original dwelling shall be made except additions which use the same architectural style and like materials as the original dwelling.

(4) (a) Each private residential dwelling to be erected or placed on Lots 24 through 34 and Lots 2, 3, and 5 shall have at least 1,000 square feet of floor space on the main floor, if a single-level structure, or the upper two levels, if a split-level structure, exclusive of any portion thereof used for a garage or for an outside porch or patio area.

(b) Each private residential dwelling to be erected or placed on Lots 9 through 15 and Lots 18 through 21 shall have at least 1,200 square feet of floor space on the main floor, if a single-level structure, or the upper two levels, if a split-level structure, exclusive of any portion thereof used for a garage or for an outside porch or patio area.

(c) Each private residential dwelling to be erected or placed on Lots 16, 17, 22 and 23 shall have at least 1,500 square feet of floor space on the main floor, if a single-level dwelling, or the upper two levels, if a split-level home, exclusive of any portion thereof used for a garage or for an outside porch or patio area.

(d) Any duplex unit to be erected or placed on any of Lots 1, 33, and 34 shall have at least 2000 square feet of floor space on the main floor, if a single level duplex, or the upper two levels of any split-level duplex (and at least 1000 square feet per each half of the unit), exclusive of any portion thereof used for a garage or for an outside porch or patio area.

(5) No structure shall exceed two stories in height, except for T.V. and/or radio aerials and antennas.

(6) No mobile home, double wide trailer or structural steel home with metal exterior shall be erected as a dwelling on these premises. Modular homes, pre-cut homes and panelized homes shall be permitted only on Lots 1, 2, 3, 5, 24 - 29, 31 and 34.

(7) No structure or part of structure shall be utilized in construction or as a structure on said Lots which has been assembled and/or constructed elsewhere and used elsewhere as a part of any structure or as a structure.

(8) No part of any lot may be sold or subdivided. All lots must be sold and transferred as a whole; however, this shall not preclude joint ownership of any lot.

(9) No fence, wall, or hedge which is higher than six feet shall be erected or maintained on said lots. All fences must be constructed from new materials and conform aesthetically with the development of said lot.

(10) No structure on any lot shall be closer than five feet to the side or back lot line and no structure on any lot shall be closer than (25) feet to the front or street side of a lot.

(11) Small domestic animals (cats, dogs, etc.) shall be allowed; however, no animals shall be allowed to run free off the lot of their owner. Horses, cows, or other large domestic hooved animals shall not be housed, kept, or allowed in said subdivision and all other livestock and poultry shall also be so excluded.

(12) Motor vehicles, trailers, boats or campers or other equipment which are not capable of daily use shall not be parked, stored or kept on any lot except in garages, on lot driveways or on paved or graveled parking areas. In any event, no more than four motor vehicles, one camper or travel trailer, and one boat may be kept in said locations. Except as provided herein, no lot may be used for the storage of property in the open except during the original construction period, which shall not exceed twelve (12) months. No commercial or farm vehicles or equipment shall be maintained, parked, stored or kept on any lot except in garages, and no inoperable vehicle shall be upon said premises for more than thirty (30) days.

(13) Until such time as the owner commences construction he shall keep the lot in its native state and shall not store any foreign materials of any sort on the property.

(14) The level of the ground shall not be changed from the present level by raising or lowering if such raising or lowering shall either cause excessive drainage onto adjoining lots or prevent drainage from adjoining lots.

(15) The natural vegetation on all drainage areas shall be preserved.

(16) Construction of any improvement on any lot shall be completed within twelve (12) months from date of commencement of construction or any excavation for construction.

Dated this 29<sup>th</sup> day of November, 1995.

Malcolm C. Akey  
MALCOLM C. AKEY

Charlotte Jean Whittenburg  
CHARLOTTE JEAN WHITTENBURG

Donald E. Akey  
DONALD E. AKEY

John M. Akey  
JOHN M. AKEY

Neil Wendel Akey  
NEIL WENDEL AKEY

STATE OF COLORADO

COUNTY OF YUMA

The above and foregoing COVENANTS were subscribed and sworn to before me, a notary public, this 29<sup>th</sup> day of November, 1995 by Malcolm C. Akey, Charlotte Jean Whittenburg, Donald E. Akey, John M. Akey, and Neil Wendel Akey.

Witness my hand and official seal.

My Commission expires: 7/27/96



[Signature]  
NOTARY PUBLIC

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