

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED FISH CREEK PARK, INC., BEING THE OWNER OF THAT PORTION OF SECTION 1, T-4-N, R-73-W OF THE 6TH PM AND PART OF THE W 1/4 OF SECTION 6, T-4-N, R-72-W OF THE 6TH RM., LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINES OF PODEROSA DRIVE AND CARRIAGE DRIVE, OF CARRIAGE HILLS 1ST FILING, SAID POINT BEING ON THE SOUTH LINE OF THE N.E. 1/4 OF SAID SECTION 1, AND 706.90 FT. EAST OF THE SW COR OF THE N.E. 1/4 OF SAID SECTION 1, FOR THE POINT OF BEGINNING; THENCE N.14°29'E., 244.03 FT.; THENCE ALONG THE SOUTH BOUNDARY OF CARRIAGE HILLS 3RD AND 4TH FILINGS AS FOLLOWS; THENCE S.85°50'E., 485.23 FT.; THENCE S.61°35'E., 335.31 FT.; THENCE S.38°58'E., 410.43 FT.; THENCE S.21°54'02"E., 563.90 FT.; THENCE N.79°19'30"E., 200.87 FT.; THENCE N.10°40'30"W., 200.00 FT.; THENCE N.79°19'30"E., 321.54 FT.; THENCE S.53°27'E., 374' TO A POINT OF A CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A DELTA OF 43°42'02" AND A RADIUS OF 128.85 FT.; THENCE S.10°42'29"W., 438.81 FT. TO THE NORTH LINE OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 6; THENCE S.9°57'W., 137.51 FT. TO THE EAST LINE OF SAID SECTION 1; THENCE S.00°03'E., 466.82 FT. TO THE CENTER LINE OF FISH CREEK ROAD; THENCE N.83°59'W., 62.79 FT.; THENCE S.12°52'W., 137.70 FT.; THENCE S.58°19'W., 208.10 FT.; THENCE N.70°52'W., 332.00 FT.; THENCE N.78°53'W., 306.30 FT.; THENCE N.79°38'W., 16.32 FT.; THENCE S.81°35'W., 238.90 FT.; THENCE S.53°01'W., 411.21 FT.; THENCE S.78°47'30"W., 1843' FT.; THENCE N.11°57'10"W., 246.2' FT.; THENCE S.89°15'10"W., 531.51 FT.; THENCE S.43°46'W., 288.85 FT. TO THE INTERSECTION OF CARRIAGE DRIVE AND FISH CREEK ROAD; THENCE ALONG SAID CENTER LINE OF CARRIAGE DRIVE AS FOLLOWS; N.09°29'29"W., 204.41 FT. TO THE P.C. OF A CURVE; THENCE ALONG SAID CURVE TO THE RIGHT 319.27 FT. TO THE P.T., SAID CURVE HAVING A DELTA OF 108°33'51" AND A RADIUS OF 168.50 FT.; THENCE S.84°48'15"E., 42.74 FT. TO THE P.C. OF A CURVE; THENCE ALONG SAID CURVE TO THE LEFT 153.74 FT. TO THE P.T., SAID CURVE HAVING A DELTA OF 46°12'43" AND A RADIUS OF 190.81 FT.; THENCE N.48°57'02"E., 406.19 FT. TO THE P.C. OF A CURVE; THENCE ALONG SAID CURVE TO THE LEFT 228.05 FT. TO THE P.T., SAID CURVE HAVING A DELTA OF 43°42'02" AND A RADIUS OF 229.00 FT.; THENCE N.05°17'E., 317.36 FT.; THENCE N.10°43'12"E., 1030.55 FT.; THENCE N.14°0'E., 208.74 FT. TO THE POINT OF BEGINNING, EXCEPT THE PARCELS RECORDED IN BOOK 1236, PAGE 111 & BOOK 1236, PAGE 410, HAS LAID OUT, SUBDIVIDED, AND PLATTED THE SAME INTO LOTS, STREETS, AND PUBLIC WAYS AS SHOWN HEREON UNDER THE NAME AND STYLE OF "CARRIAGE HILLS 5TH FILING."

*Stephen H. Sigman* FISH CREEK PARK, INC. PRESIDENT  
*Melvin Dinner* SECRETARY

STATE OF COLORADO) 33  
 COUNTY OF LARIMER)

THE FOLLOWING PLAT AND DEDICATION OF CARRIAGE HILLS - 5TH FILING, WERE ACKNOWLEDGED BEFORE ME THIS 31<sup>ST</sup> DAY OF JANUARY, A.D. 1968: BY STEPHEN H. SIGMAN AS PRESIDENT, AND MELVIN DINNER AS SECRETARY OF FISH CREEK PARK, INC., A COLORADO CORPORATION. MY COMMISSION EXPIRES February 20, 1969

*Thomas A. Jensen* NOTARY PUBLIC

**APPROVALS**

BEFORE CONSTRUCTION OF ANY SANITATION FACILITIES IS COMMENCED, A PERMIT FOR SUCH CONSTRUCTION MUST BE OBTAINED FROM THE LARIMER COUNTY HEALTH OFFICER.  
 THE PLAT OF CARRIAGE HILLS - 5TH FILING IS HEREWITH APPROVED BY THE LARIMER COUNTY PUBLIC HEALTH SERVICE.

*James J. [Signature]* LARIMER COUNTY SANITARIAN

APPROVED BY THE LARIMER COUNTY PLANNING COMMISSION THIS 12<sup>TH</sup> DAY OF MARCH, 1968. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LARIMER OF ANY DEDICATION TO PUBLIC USE OF STREETS, HIGHWAYS, ALLEYS OR OTHER PROPERTY CONTAINED IN THE PLAT, WHICH ACCEPTANCE CAN BE GIVEN ONLY BY ACTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LARIMER. UNTIL SUCH ACCEPTANCE SHALL BE MADE, THE COUNTY OF LARIMER ASSUMES NO RESPONSIBILITY FOR THE CONSTRUCTION, REPAIR, OR MAINTENANCE OF THE STREETS, HIGHWAYS OR ALLEYS LAID OUT OR DEDICATED HEREON.

*Edward J. [Signature]* LARIMER COUNTY PLANNING COMMISSION CHAIRMAN  
*Edward J. [Signature]* SECRETARY

**SURVEYOR'S AFFIDAVIT**

CLAUDE L. PADON, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THE LANDS SHOWN ON THIS PLAT WERE SURVEYED UNDER MY SUPERVISION AND THE ABOVE PLAT IS ACCURATELY AND PROPERLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Claude L. Padon* REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR

**CLERK & RECORDER'S CERTIFICATE**

STATE OF COLORADO) 33  
 COUNTY OF LARIMER)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK ON \_\_\_\_\_, 1968, AND IS DULY RECORDED IN BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_.

\_\_\_\_\_, CLERK & RECORDER  
 \_\_\_\_\_, DEPUTY

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**HEALTH COVENANT**

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"It is covenanted and agreed by the subdividers, their heirs, successors and assigns that in the event that the proper authorities of the County of Larimer shall determine that the surface and subsurface water in the area is becoming contaminated by the use of septic tanks or sewage disposal systems in the area, the owner of the properties in the subdivision shall install at their own expense a commercial or public sewage disposal system. The water system to serve the area shall be constructed and maintained so that water delivered to the area will meet the requirements of the State of Colorado, Department of Health and in the event that the proper authorities of the county of Larimer shall determine that the water system does not meet the requirements of the area, the owners of the properties shall install at their own expense, a commercial or public water system. This is a covenant running with the land."

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Protective Covenants: The Covenants as recorded in Book 9, at Page 108 of the Carriage Hills 4th Filing are hereby made a part of the 5th Filing.

\* Health Covenant

\*\* Covenants B-9 P 108

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Fish Creek Park, Inc., a Colorado corporation, being the owner of the following property:

Lots Sixteen (16) to Forty-one (41), both inclusive, Block Eight (8);  
Lots Five (5) to Eleven (11), both inclusive, Block Nine (9);  
Lots Three (3) to Seven (7), both inclusive, and Lots Seventeen (17) to Ninety-seven (97), both inclusive, Block Ten (10);  
Lots One (1) to Thirty-three (33), both inclusive, Block Eleven (11); and  
Lots One (1) to Five (5), both inclusive, Block Twelve (12),  
Carriage Hills Subdivision, Fourth Filing, Larimer County, Colorado,  
according to the recorded map or plat thereof,

does hereby make the following declarations as to the limitations, conditions and restrictions affecting the above described property and the uses thereof to which said tracts may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land and shall accrue to and be binding upon all future owners of said tracts, for the purposes of insuring the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practical the natural beauty of such property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable material; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites, and in general to provide adequately for a high type and quality of improvement in said property.

1. The lots shall be for residential use only, except incidental use for a business or professional office by an occupant of the residence. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, and auxiliary buildings

or structures usual to a residence. Any building must be completed within six (6) months from date of commencement of construction.

2. The ground floor area of a single-family dwelling shall be not less than 632 square feet. "Boxed" or "Sheet Metal" construction shall be covered over on the outside walls with siding, brick or other equivalent materials. No "used" house may be moved onto any site.

3. No structure of a temporary character, trailer, tent, basement, shack or outbuilding shall be used on any lot at any time as a residence, temporarily or permanently.

4. (a) No building or other improvements, including fences, shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structures have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. All buildings or other improvements shall meet the standards established by the Town of Estes Park Building Code then in effect.

(b) The architectural control committee is composed of W. C. SCOTT, STEPHEN SIGMAN of Denver, Colorado, and LEONA L. TIDD of Estes Park, Colorado. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee

or restore to it any of its powers or duties.

(c) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

6. No construction shall be commenced until sanitary facilities have been approved by Larimer County Health Authorities. Sanitary facilities shall be within the dwelling houses except for outflow lines and leaching fields. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators and other equipment shall be kept in a sanitary condition.

7. No driveway or access road shall be constructed or used unless an approved culvert of a minimum size of twelve (12) inches shall first be installed by the owners of the lot, at their expense, unless said driveway or access road is below the level of the public road surface.

8. No animals, livestock or poultry shall be kept on any lot, except that dogs, cats and other household pets, if confined thereto by fence or other restraint, may be kept thereon, provided that they are not kept, bred or maintained for commercial purposes.

9. No lot may be used for the storage of property in the open except during the construction period, but not to exceed six (6) months in any event.

10. No sign of any kind shall be displayed to the public view on

any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. Nothing in these covenants shall prevent the Subdivider or its agents from erecting or displaying signs on any lots.

12. These covenants shall run with the land and shall bind all parties and persons claiming under them until December 31, 1975, after which time they shall continue in force and effect until a majority of the lot owners shall vote to change such covenants in whole or in part. Invalidation of any one of these restrictions and limitations by Judgment or Court Decree shall not alter the remaining covenants which shall remain in full force and effect.

Dated at Denver, Colorado, this 21 day of July, 1966.

FISH CREEK PARK, INC.

By: *Stephen N. Sigman*  
Stephen N. Sigman, President

ATTEST  
*Melvin Dinner*  
Melvin Dinner, Secretary  
STATE OF COLORADO )  
CITY AND COUNTY OF DENVER ) SS

The foregoing instrument was acknowledged before me this 21 day of July, 1966, by Stephen N. Sigman, as President, and Melvin Dinner, as Secretary, of Fish Creek Park, Inc., a Colorado corporation.

WITNESS My hand and official seal.  
My commission expires:

My Commission expires October 17, 1966

*Ella Mae Margheim*  
Notary Public

