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Recorded at *St. Louis* APR 10 1932
Reception No. *907575* ROBERT W. NEWTON, Recorder
907575

DECLARATION OF PROTECTIVE COVENANTS
FOR HILDALE PINES, FIRST FILING

WHEREAS, Hilldale Pines, Inc., a Colorado Corporation, fee owner of the real property hereinafter described, hereinafter referred to as the Grantor, hereby makes and declares the following limitations, restrictions and uses upon and of said property as restrictive and protective covenants, through reference hereto in all deeds and contracts for sale issued by said Grantor to or for any part of said property, as benefits and obligations running with the property, and as binding upon the Grantor and upon all parties claiming under said Grantor and upon all future owners of any part of said property, so long as these restrictive covenants shall remain in force and effect as now written or as hereafter altered:

1. PROPERTY AFFECTED: These covenants are hereby applicable to the following described property in Jefferson County, Colorado:

Hilldale Pines, First Filing, a subdivision of a portion of the NW $\frac{1}{4}$ of Section 16, Township 6 South, Range 70 West, Jefferson County, Colorado.

2. GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping said subdivision, as far as possible, desirable, attractive, beneficial, uniform and suitable in architectural design, materials and appearance; limiting the use to residential buildings; and guarding against fires and unnecessary interference with the natural beauty and improper uses of adjoining properties in the subdivision; all for the mutual benefits and protection of all owners of said property.

3. IMPROVEMENTS ALLOWED: On any building site in the said property there may be constructed, subject to architectural control as hereinafter stated: one new dwelling, designed for occupancy by a single family and for private use only; a private garage and other outbuildings (enclosed and covered) incidental to residential use of the premises; fences, wall, hedges, planting, exterior antenna, underground storage for fuel oil, and other usual appurtenances common at any time to such a subdivision.

4. IMPROVEMENTS PROHIBITED: No structures shall be erected, altered or permitted to remain on any part of said property except those above stated as "improvements allowed." No apartment, duplex or multifamily dwelling shall be erected or maintained. No used or second-hand structure and no building of a temporary character, no basement, tent, shack, outbuilding or house trailer, except as used customarily for and during construction of buildings and in no event for a period of longer than six months, shall be placed or used on any building site, either temporarily or permanently.

5. DWELLING SIZE: The ground floor area of the main structure shall not be less than 1000 square feet for a one story dwelling exclusive of garages, and shall be not less than 550 square feet of living area on the first floor of a one and one-half or a two story dwelling exclusive of garages; no dwelling to exceed

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two and one-half stories by design of the building itself and irrespective of measurements from or in consideration of ground level. Exteriors of all homes must be either brick, brick veneer, stone, stone veneer, wood siding or log siding. No imitation brick siding, tar paper, asbestos shingle or concrete block dwellings shall be permitted. Any other types of construction are to be approved by the Architectural Control Committee. All dwellings must be completed on the outside before occupancy, whether or not they are finished inside.

6. ARCHITECTURAL CONTROL: No improvement shall be commenced, constructed, placed or altered on any building site until the building plans (including plot plans and specifications) and sufficient description for each allowed type of improvement have been in each instance submitted to the Grantor and by it approved in writing; such approval to cover conformity and harmony of external design of all the improvements; the location thereof in relation to lot lines, topography and grade; and the location and character and method of utilization of all utilities, including water supply and sewage disposal. Grantor agrees to use reasonable judgment in passing upon such submitted plans and descriptions, but shall not be liable to any person for Grantor's actions in connection with submitted plans and descriptions. If Grantor fails to approve or disapprove the submitted plans and descriptions within thirty days after same have been submitted to it, the approval of Grantor hereunder shall be presumed. If the owner shall undertake the construction or alteration of any improvement allowed hereunder, but without advance approval of his plans and descriptions, and if no suit has been commenced to enjoin such construction prior to the completion thereof, the approval of the Grantor hereunder shall be presumed.

7. USES PROHIBITED: No business of any kind shall be permitted on any building site or in any structure thereon, if it involves employment of more than one additional or non-family person. No oil drilling, mining, quarrying, placering or mineral operations or exploration of any kind shall be permitted on any building site, no animal, livestock or poultry of any kind shall be raised, bred or kept on any building site or in any improvements thereon, except that dogs, cats and other household pets may be kept if there be no commercial uses of such pets. No signs or advertising structures, for home businesses or otherwise, shall be erected or maintained on any building site or improvement; but Grantor may allow small and standard signs of attractive design for the sole purpose of advertising said properties for sale or lease. There shall be no dumping of waste materials on any building site, and garbage and trash shall be kept in adequate, sanitary containers and disposed of with reasonable promptness. All homes must be equipped with a garbage disposal unit with double cutting blades.

8. CHIMNEYS, FIREPLACES and INCINERATORS: All homes must be equipped with a safe, enclosed incinerator to be of regulation type with a protective wire screen inside the chimney near the top, the protective screen shall also be contained in the construction of the chimneys and fireplaces. No chimney, fireplace or incinerator to be within twelve (12) feet of any tree, or limb thereof.

9. TREE REMOVAL: Trees may be removed for the erection of dwellings, garages and any other necessary buildings, but the land may not be cleared of any but the trees above mentioned removed without the express permission of the Grantor and the State Forestry Service of Colorado.

10. EASEMENTS: There shall be an easement to the extent of twelve (12) feet on each side of the center line of all rear site lines and five (5) feet on each side of the center line of all side site lines to permit ingress and egress, and the erection, construction and maintenance of electric power lines, telephone lines, sewer, gas and water mains and laterals; said area of easements to be maintained and kept in repair and order by the occupier of the respective site.

11. DRIVEWAYS: Anyone building a driveway shall put in a culvert at the road entrance so as to provide for water drainage along the side of the road. All site grading shall be accomplished in such a way so as to divert water flow to the streets and roadways as much as possible.

12. STREAMS and WATER COURSES: Streams and water courses are to be left in their natural course as shown on the map, but may be changed or modified to prevent damage to property or roadways, by the Grantor, or by the Jefferson County authorities.

13. GRANTOR'S RIGHT TO REPURCHASE: Should any purchaser of a building site elect to sell the property at any time Grantor shall have the right, at its option, to purchase said property upon the same terms, conditions and price of any bona fide offer acceptable to the seller.

14. DURATION OF COVENANTS: The protective covenants herein contained shall continue to be binding upon the Grantor and upon all persons claiming under Grantor and upon all owners of sites in said subdivision for a period of twenty (20) years from the date these covenants are recorded, and thereafter for successive periods of twenty (20) years, but in no event for more than 120 years thereafter. Provided, however, that the fee owners or holders of purchase contracts of or for sixty-five percent of all of the separate and improved building sites in the said subdivision, provided that at least eighty percent of the total area of the subdivision has been sold or contracted for sale by Grantor for individual building sites, may by unanimous action release all of the property in the subdivision from any one or more of the protective covenants herein contained, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, showing the properties owned or held by each signer; and by filing the same for record in the office of the Clerk and Recorder of Jefferson County, Colorado.

15. ENFORCEMENT OF COVENANTS: The protective covenants herein contained are accepted by every grantee, purchaser, owner, and signer of any agreement of sale and purchase, and for any property in the said subdivision, and they each agree to conform to and observe same, but none of the covenants shall be personally binding upon any owner or purchaser except in respect to breaches committed

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during such person's holding or ownership of the land in connection with which the breach was committed. Either the Grantor or any owner or the holder of a purchase contract for any of such persons shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breaches of or to enforce the adherence to the covenants hereof, in addition to other existing remedies that may be applicable. No failure on the part of any such person to enforce any covenant immediately after any such cause may arise shall be deemed a waiver as to that cause or of any similar cause that may thereafter arise.

16. GRANTOR'S RIGHTS ASSIGNABLE: All of the rights of the Grantor herein reserved, including rights to act for architectural control and rights to enforce any and all of the covenants herein shall be freely assignable and any assignee shall succeed to all of the rights of any assignor thereof.

17. OWNERS' CORPORATION: If the owners (other than Grantor) of the building sites that have been sold or contracted for sale by Grantor and which together include at least eighty percent of the total area of the subdivision, shall organize a Colorado non-profit corporation for the benefit of all the owners or holders of contracts of sale of and for building sites in the subdivision, and if each building site becomes entitled to the same number of shares of stock and votes in such corporation as the owners or holders of contracts of or for each other building site, then Grantor will assign all its rights hereunder as beneficiary of the covenants herein to such corporation.

18. SEVERABILITY: Invalidation of any of the covenants herein contained, or any part thereof, by any judgment or court order, shall in no wise affect any of the other covenants and they shall remain in full force and effect.

IN WITNESS WHEREOF, Hilldale Pines, Inc., by authority of its Board of Directors, has caused this instrument to be executed by its President, attested by its Secretary, and its corporate seal hereto affixed this 4th day of April, 1962.



Robert E. Marek

 Robert E. Marek

Montie E. Blunn

 Montie E. Blunn

William D. Holland

 William D. Holland

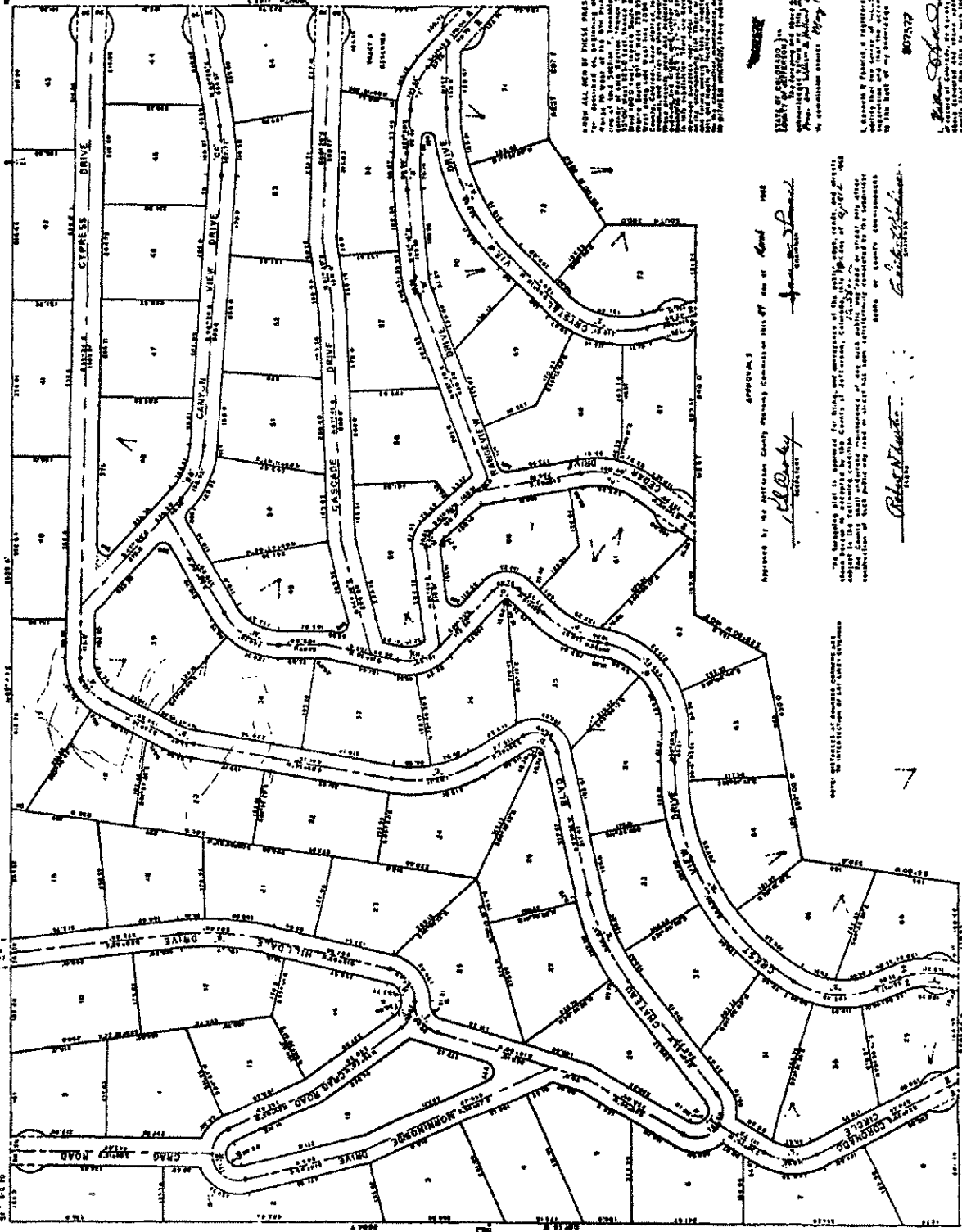
3/22/1962 62907577

PB 1

Book 21 Pgs. 1

HILDALE PINES - FIRST FILING

PLAT 100 SEC 34-19-7



SECTION	ACRES	FRONT	DEPTH	AREA	SECTION	ACRES	FRONT	DEPTH	AREA
1	10.00	100.00	100.00	10000.00	11	10.00	100.00	100.00	10000.00
2	10.00	100.00	100.00	10000.00	12	10.00	100.00	100.00	10000.00
3	10.00	100.00	100.00	10000.00	13	10.00	100.00	100.00	10000.00
4	10.00	100.00	100.00	10000.00	14	10.00	100.00	100.00	10000.00
5	10.00	100.00	100.00	10000.00	15	10.00	100.00	100.00	10000.00
6	10.00	100.00	100.00	10000.00	16	10.00	100.00	100.00	10000.00
7	10.00	100.00	100.00	10000.00	17	10.00	100.00	100.00	10000.00
8	10.00	100.00	100.00	10000.00	18	10.00	100.00	100.00	10000.00
9	10.00	100.00	100.00	10000.00	19	10.00	100.00	100.00	10000.00
10	10.00	100.00	100.00	10000.00	20	10.00	100.00	100.00	10000.00

APPROVED

Robert M. ...
 Attorney General

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the undersigned being the owner of a tract of land ... (text continues with legal description and dedication details)

Approved by the Jefferson County Planning Commission this 11th day of April 1962

Robert M. ...
 Secretary

The foregoing plat is approved for filing and recording in the State of Colorado, in the County of Jefferson, Colorado, by the County Clerk of said county, subject to the following conditions ... (text continues with recording conditions)

Robert M. ...
 County Clerk

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477881

3116/72

77-405472 2

77-405472 2

10/19/10

CERTIFIED COPY OF RESOLUTION

WHEREAS, by a plat of Hilldale Pines Filing No. 1 and Filing No. 2 recorded in Plat Book 23 (1) 3 (2), at page 1 (1) 56 (2), of the Jefferson County Records, certain streets, avenues and alleys shown thereon were dedicated to the public, and

WHEREAS, the following described right-of-way ~~is~~ ~~is~~ no longer necessary for use by the public; and

WHEREAS, said right-of-way ~~is~~ ~~is~~ not within the limits of any city or town and does not form the boundary line of a city, town or county; and

WHEREAS, no land would, by a vacation of said right-of-way be left without an established public road connecting it with another established public road; and

WHEREAS, the Jefferson County Planning Commission has recommended approval/denial of the vacation of said right-of-way

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Jefferson County, Colorado, pursuant to Chapter 120, Article 14, CRS '63, that the following described right-of-way ~~is~~ ~~is~~ situate in the County of Jefferson, and State of Colorado, be and it ~~is~~ ~~is~~ hereby vacated, subject to a reservation of easements for the continued use of existing sewer, gas, water or similar pipe lines and appurtenances, existing ditches and appurtenances, and existing electric, telephone and similar lines and appurtenances, if any:

LEGAL DESCRIPTION - TRACT A

A PART OF HILLDALE PINES SUBDIVISION, FIRST FILING, SITUATE IN SECTION 16 T6S, R70W OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLOPADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 59 OF SAID FIRST FILING; THENCE NORTH 81°49'00" EAST AND ALONG THE SOUTHERLY BOUNDARY OF LOT 59, 202.30 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID SOUTHEPLY BOUNDARY AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 55°36'00", AN ARC LENGTH OF 67.93 FEET TO A POINT OF TANGENT; THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF LOTS 58 AND 59 AND ALONG SAID TANGENT SOUTH 42°35'00" EAST 148.45 FEET TO THE SOUTHWEST CORNER OF SAID LOT 58; THENCE ON AN ANGLE TO THE RIGHT OF 111°25'00", AND SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 81.61 FEET, A CENTRAL ANGLE OF 78°50'00", AN ARC LENGTH OF 112.29 FEET TO A POINT OF TANGENT, SAID POINT BEING ON THE NORTHEASTERLY BOUNDARY OF LOT 60; THENCE NORTH 10°00'00" WEST AND ALONG SAID NORTH-EASTERLY BOUNDARY 71.62 FEET; THENCE NORTH 42°35'00" WEST 120.14 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID NORTHEASTERLY BOUNDARY AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 55°35'00", AN ARC LENGTH OF 9.70 FEET TO A POINT OF TANGENT; THENCE CONTINJING ALONG SAID NORTHEASTERLY BOUNDARY AND ALONG SAID TANGENT SOUTH 81°49'00" WEST 115.47 TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 128°24'00", AN ARC LENGTH OF 44.82 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CREST VIEW DRIVE; THENCE NORTH 46°35'00" WEST AND ALONG SAID RIGHT-OF-WAY LINE EXTENDED, 103.43 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE EXTENDED AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 10°55'32", AN ARC LENGTH OF 33.32 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.520 ACRES MORE OR LESS.

LEGAL DESCRIPTION - TRACT B

A VACATED ROAD BEING A PART OF HILDDALE PINES SUBDIVISION, FILING # 1 SITUATE IN SECTION 16, T6S, R70W OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 54 OF SAID 1ST FILING, THENCE SOUTH 80°36'00" WEST AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF CANYON VIEW DRIVE 7.10 FEET TO A POINT OF CURVE; THENCE ON AN ANGLE TO THE LEFT OF 48°11'23" AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 96°22'46", AN ARC LENGTH OF 75.70 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 80°36'00" WEST 185.42 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 13°00'00", AN ARC LENGTH OF 114.58 FEET TO A POINT OF TANGENT; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID TANGENT NORTH 86°24'00" WEST 583.00 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 39°00'00", AN ARC LENGTH OF 146.35 FEET TO A POINT OF TANGENT; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID TANGENT NORTH 47°24'00" WEST 27.05 FEET TO A POINT OF CURVE; THENCE ON AN ANGLE TO THE RIGHT OF 90°00'00" AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 46.79 FEET, A CENTRAL ANGLE OF 106°24'00", AN ARC LENGTH OF 86.89 FEET TO A POINT OF TANGENT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CANYON VIEW DRIVE; THENCE SOUTH 47°24'00" EAST AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 71.94 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 39°00'00", AN ARC LENGTH OF 105.51 FEET TO A POINT OF TANGENT; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG SAID TANGENT SOUTH 86°24'00" EAST 583.00 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 445.00 FEET, A CENTRAL ANGLE OF 13°00'00", AN ARC LENGTH OF 100.97 FEET TO A POINT OF TANGENT; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG SAID TANGENT NORTH 30°36'00" EAST 185.42 FEET TO A POINT ON A CURVE; THENCE ON AN ANGLE TO THE LEFT OF 48°11'23" AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 96°22'46", AN ARC LENGTH OF 75.70 FEET; THENCE NORTH 80°36'00" EAST AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 17.04 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY BOUNDARY OF SAID 1ST FILING; THENCE SOUTH AND ALONG SAID EASTERLY BOUNDARY 60.82 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1.567 ACRES MORE OR LESS. AS RECORDED IN PLAT BOOK 23 AT PAGE 1 OF THE JEFFERSON COUNTY RECORDS.

LEGAL DESCRIPTION - TRACT C

A PART OF HILDDALE PINES SUBDIVISION, FILING # 2 SITUATE IN SECTION 16, T6S, R70W OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLOPADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 17 OF SAID 2ND FILING, SAID POINT BEING ON THE WESTERLY BOUNDARY OF SAID 2ND FILING; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CANYON VIEW DRIVE FOR THE FOLLOWING 9 COURSES; SOUTH 79°36'10" EAST 223.43 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 35°52'00", AN ARC LENGTH OF 112.63 FEET TO A POINT OF TANGENT; THENCE ALONG SAID TANGENT SOUTH 43°44'06" EAST 77.49 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 99°42'00", AN ARC LENGTH OF 121.80 FEET TO A POINT OF TANGENT; THENCE ALONG SAID TANGENT NORTH 36°33'54" EAST 97.13 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 57°16'00", AN ARC LENGTH OF 269.85 FEET TO A POINT OF TANGENT; THENCE ALONG SAID TANGENT SOUTH 84°20'06" EAST 22.24 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING

A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 25°37'40", AN ARC LENGTH OF 107.35 FEET TO A POINT OF TANGENT; THENCE ALONG SAID TANGENT SOUTH 58°32'20" EAST 194.17 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 48°13'38", AN ARC LENGTH OF 109.42 FEET TO A POINT OF TANGENT; THENCE ALONG SAID TANGENT SOUTH 73°14'02" WEST 88.25 FEET; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 131°46'02", AN ARC LENGTH OF 68.99 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CANYON VIEW DRIVE; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF CANYON VIEW DRIVE FOR THE FOLLOWING 9 COURSES; NORTH 58°32'20" WEST 16.40 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 25°37'40", AN ARC LENGTH OF 89.51 FEET TO A POINT OF TANGENT; THENCE ALONG SAID TANGENT NORTH 84°10'06" WEST 22.24 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 57°16'00", AN ARC LENGTH OF 209.88 FEET TO A POINT OF TANGENT; THENCE ALONG SAID TANGENT SOUTH 36°33'54" WEST 97.13 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 99°42'00", AN ARC LENGTH OF 226.20 FEET TO A POINT OF TANGENT; THENCE ALONG SAID TANGENT NORTH 43°44'06" WEST 77.49 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 35°52'00", AN ARC LENGTH OF 75.12 FEET TO A POINT OF TANGENT; THENCE ALONG SAID TANGENT NORTH 79°36'10" WEST 212.42 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY OF SAID 2ND FILING; THENCE NORTH AND ALONG SAID WESTERLY BOUNDARY 61.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1.583 ACRES MORE OR LESS. THE DIFFERENCE IN THE LEGAL DESCRIPTION AS COMPARED TO THE PLAT IS BECAUSE OF AN APPARENT ERROR IN THE PLAT ITSELF. HOWEVER, IT IS THE INTENT THAT THIS VACATED TRACT WILL FOLLOW THE EXISTING RIGHT-OF-WAY LINES OF CANYON VIEW DRIVE FROM THE WESTERLY BOUNDARY OF SAID 2ND FILING TO THE WESTERLY RIGHT-OF-WAY LINE OF CASCADE DRIVE.

477861

COUNTY OF JEFFERSON
 STATE OF COLORADO
 FILED IN MY OFFICE ON
 MAR 16 2 27 PM '12
 RECORDED IN 27113
 COUNTY CLERK & RECORDER

STATE OF COLORADO)
 COUNTY OF JEFFERSON)

I, Norman C. Allen, County Clerk and Recorder and Clerk to the Board of County Commissioners certify that the above is a true copy of a resolution passed at the regular meeting of the Board of County Commissioners held on March 13, 1912, as it appears on record in the Minute Book.

Norman C. Allen
 County Clerk and Recorder

