

AFTER RECORDING RETURN TO:

Steven May  
Larsen Lynch May LLC  
175 Main St. C-104  
Edwards, CO 81632

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF THE TERRACE HOMEOWNERS ASSOCIATION B, INC.

TABLE OF CONTENTS	1 - 4
RECITALS	5
ARTICLE 1 DEFINED TERMS	6
Section 1.1 Defined Terms	6-8
ARTICLE 2 NAMES & DESCRIPTION OF PROPERTY/EASEMENTS	8
Section 2.1 Name and Type	8
Section 2.2 Property	8
Section 2.3 Owners' Easements of Enjoyment	8
Section 2.4 Delegation of Use	9
Section 2.5 Disclaimer of Liability	9
Section 2.6 Easements for the Association	9
Section 2.7 Utility, Map, and Map Easements	9
Section 2.8 Construction Easement	9
Section 2.9 Maintenance Easement	10
ARTICLE 3 THE ASSOCIATION	10
Section 3.1 Membership	10
Section 3.2 General Purposes and Powers of the Association	10
Section 3.3 Authority of the Association	10
Section 3.4 Managing Agent	10
Section 3.5 Indemnification	11
Section 3.6 Security Disclaimer	11
Section 3.7 Education and Training	11
ARTICLE 4 COVENANTS FOR ASSESSMENTS FOR COMMON EXPENSES	11
Section 4.1 Creation of Association Lien and Personal Obligation to Pay Assessments for Common Expenses	11

Section 4.2 Basis of Assessments	12
Section 4.3 Annual Assessment	12
Section 4.4 Special Assessments	12
Section 4.5 Ratification of Budget	13
Section 4.6 Supplemental Assessments	13
Section 4.7 Application of Payments	13
Section 4.8 Effect of Non-Payment of Assessments	14
Section 4.9 Lien Priority	14
ARTICLE 5 COVENANTS AND RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY	15
Section 5.1 Flexible Application of the Subsequent Covenants and Restrictions	15
Section 5.2 Authority	15
Section 5.3 Use/Occupancy	15
Section 5.4 No Re-Subdivision	16
Section 5.5 Duplex Lots	16
Section 5.6 Leasing and Occupancy	16-17
Section 5.7 Maintenance of Lots and Improvements	18
Section 5.8 Maintenance in Public right of Way	18
Section 5.9 Landscaping Requirements and Restrictions	18
Section 5.10 Restrictions on Pets and Animals	18
Section 5.11 Tanks	19
Section 5.12 Nuisances	19
Section 5.13 Vehicular Parking, Storage, and Repairs	19-20
Section 5.14 Common Area Obstruction or Alteration	21
Section 5.15 No Annoying Lights, Sounds or Odors	21
Section 5.16 No Hazardous Activities	21
Section 5.17 Restrictions on Clotheslines and Storage	21
Section 5.18 Restriction on Signs and Advertising Devices	21
Section 5.19 Outbuildings and Temporary Structures	22
Section 5.20 Trash Removal Restriction	22
Section 5.21 Prohibition of Marijuana Distribution and Growing	22
Section 5.22 Prohibition Against Hunting	22
Section 5.23 Rules and Regulations	22
Section 5.24 Compliance with Governing Documents	22
Section 5.25 Compliance with Other Laws	22
Section 5.26 Restriction on Mining and Drilling	23
Section 5.27 Use of the Words Terrace Filing II and Terrace Homeowners Association B	23
ARTICLE 6 ARCHITECTURAL REVIEW	23
Section 6.1 Required Approval	23
Section 6.2 Acknowledgment of Owners	23
Section 6.3 Architectural Criteria	24
Section 6.4 Establishment of the Committee	24

Section 6.5 Architectural Guidelines	25
Section 6.6 Reply and Communication	25
Section 6.7 Conditions of Approval	25
Section 6.8 Commencement and Completion of Construction	25
Section 6.9 Variances	25
Section 6.10 Right to Appeal	25
Section 6.11 Waivers	25
Section 6.12 Liability	26
Section 6.13 Enforcement	26
ARTICLE 7 INSURANCE/CONDEMNATION	26
Section 7.1 Insurance on the Lots	26
Section 7.2 Insurance to be Carried by the Association	26
Section 7.3 Hazard Insurance on Common Area	26
Section 7.4 Association Liability Insurance	26
Section 7.5 Association Fidelity Insurance	27
Section 7.6 Association Worker's Compensation and Employer's Liability Insurance	27
Section 7.7 Directors' and Officers' Personal Liability Insurance	27
Section 7.8 Miscellaneous Terms Governing Insurance Carried by the Association	27
Section 7.9 Other Association Insurance	28
Section 7.10 Insurance Premium	28
Section 7.11 Annual Insurance Review	28
Section 7.12 Adjustments by the Association	28
Section 7.13 Duty to Repair	28
Section 7.14 Condemnation and Hazard Insurance Allocations and Distributions	28
Section 7.15 Responsibility for Payment of Deductible Amount	29
Section 7.16 Insurance Assessments	29
Section 7.17 Damage to or Destruction on Lots	29
ARTICLE 8 DISPUTE RESOLUTION PROCEDURES	29
Section 8.1 Alternate Dispute Resolution	29
Section 8.2 Exempt Claims	29
ARTICLE 9 GENERAL PROVISIONS	30
Section 9.1 Compliance and Enforcement	30
Section 9.2 Attorney Fees	31
Section 9.3 Severability	31
Section 9.4 Term of Declaration	31
Section 9.5 Amendment of Declaration by Owners	31
Section 9.6 Amendments by Board of Directors	31
Section 9.7 Amendment of Articles of Incorporation by Owners	32
Section 9.8 Captions	32
Section 9.9 Interpretation	32
Section 9.10 Singular Includes the Plural	32
Section 9.11 Challenge to this Amendment	32
Section 9.12 Non-Waiver	32

Section 9.13 Conflict of Provisions 32

Signature and Attestation 33

EXHIBIT A  
PROPERTY.....

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
THE TERRACE HOMEOWNERS ASSOCIATION B, INC.

THIS AMENDED AND RESTATED DECLARATION is effective upon recording.

RECITALS:

A. On March 31, 1993, the Bull Terrace Subdivision Ltd, a Colorado corporation submitted the real property described in that certain Declaration of Protective Covenants, Conditions and Restrictions of the Terrace Filing No. II recorded in the real property records of Eagle County, Colorado at Reception No. 501345 in Book 605 at Page 261, as amended and supplemented by the following:

(1) First Supplemental Declaration of Protective Covenants, Conditions and Restrictions of Terrace Filing II recorded in the real property records of Eagle County, Colorado at Reception No. 532332 in Book 636 at Page 279 on March 31, 1994; and

(2) Second Amendment to the Declaration of Protective Covenants, Conditions and Restrictions of Terrace Filing II recorded in the real property records of Eagle County, Colorado at Reception No. 598734 on May 24, 1999.

B. The Owners within the Terrace Homeowners Association B, Inc., Community desire to amend and restate the Original Declaration by virtue of this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Homeowners Association of Terrace Filing II ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced by this Declaration; and

C. The Original Declaration provides for and allows for this Declaration in Article X, Section 2, which provides in part as follows: "These covenants may be amended by a vote of two-thirds of the votes entitled to be cast by Members of the Terrace Homeowners Association B, Inc. at annual or special meetings thereof, said vote to be cast at any meeting of the Members duly held in accordance with the Articles of Incorporation and By-Laws of the Terrace Homeowners Association B, Inc., provided a properly certified copy of the resolution of amendment be placed on record in Eagle County, Colorado upon adoption."

D. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217(1)(a), and the Declaration, approval requirement for approval of amendment to the Declaration is 67% of the Members.

E. The amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome;

F. The purposes of the amendments in this Declaration are to remove unreasonable restrictions on the community, remove developer "boilerplate" language that is no longer applicable to the Community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do not comply with current state law, add provisions that are favored by the members, add provisions that provide the proper tools for the Association to effectively solve problems, add provisions to provide the Association with sufficient power to create and successfully enforce Rules and Regulations, and add provisions that reflect beneficial state law provisions.

G. The purpose of the Association as provided in the Declaration is to be developed and maintained as a highly-desirable area. The purpose of the original covenants of the Declaration was that the beauty of the Brush Creek Valley, the views from within the Terrace, the solar access and the harmony of design within the Terrace shall always be protected insofar as is possible in connection with the uses and structures permitted by the Declaration.

H. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217(1)(a) and the Original Declaration, at least 67% of the Members have approved this Declaration.

NOW THEREFORE, the Original Declaration is replaced and superseded by the covenants, servitudes, easements and restrictions set forth below:

## ARTICLE 1 DEFINED TERMS

### Section 1.1. Defined Terms.

Each capitalized term in this Declaration shall have the meaning specified or used in the Act, unless otherwise defined in this Declaration or the context requires otherwise:

- (a) "Act" shall mean the Colorado Common Interest Ownership Act, C.R.S. ~38-33.3-101 et. seq., as it may be amended.
- (b) "Assessment" shall include all Common Expense Assessments, insurance Assessments, special assessments, utility Assessments, and any other expense levied to Lots or Units pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.
- (c) "Association" shall mean The Terrace Homeowners Association B Inc., a Colorado nonprofit corporation, and its successors and assigns.
- (d) "Board" or "Board of Directors" or "Directors" shall mean the body, regardless of name, designated in the Governing Documents to act on behalf of the Association.
- (e) "Common Area" or "Common Elements" shall mean owned by the Association for the common use and enjoyment of the Owners.
- (f) "Common Expenses" shall mean and refer to all expenditures made and liabilities incurred by or on behalf of the Association, together with any allocation by the Association to reserves.

(g) "Community" or "The Terrace Homeowners Association B Community" or "Planned Community" shall mean the planned community known as "The Terrace," and the real property subject to this Declaration and as further defined by the recorded Plats and the legal descriptions contained in this Declaration, and the members of the Association.

(h) "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Terrace Homeowners Association B, as amended, recorded in the office of the Clerk and Recorder of Eagle County, Colorado.

(i) "Design Control Committee" or "DCC" or "DCC Committee" means the committee appointed by the Board of Directors for the purpose of implementing the architectural review provisions of this Declaration and architectural guidelines for the Community to insure proper use, appropriate improvement, and harmonious additions, alterations and improvements within the Community.

(j) "Governing Documents" shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, any Maps and any Policies and Rules and Regulations of the Association; all of the foregoing may be or have been amended from time to time.

(k) "Lot" shall mean and refer to any plot of land shown upon any recorded Plat of the Property with the exception of Common Areas.

(l) "Member" shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.

(m) "Owner" shall mean the owner of record title, whether one or more persons or entities, to any Lot or Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(n) "Pet" shall mean and include cats, dogs, birds, reptiles or other household animals, as may be further defined in or supplemented by the Rules and Regulations.

(o) "Plat" or "Map" shall mean and refer to the plats and/or maps of the Property and improvements that are subject to this Declaration and which are designated in the Plat or Map recorded in the records of the Office of the Clerk and Recorder of Eagle County. More than one plat, map or supplement thereto may be recorded, and, if so, then the term "Plat" or "Map" shall collectively mean and refer to all of such plats, maps and supplements thereto.

(p) "Policies and Procedures" shall mean the policies, procedures, rules, regulations and guidelines adopted by the Board of Directors from time to time to facilitate the efficient operation of the Association.

(q) "Property" shall mean the property described in or which is subject to the Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

(r) "Rules and Regulations" shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the Community and/or clarification of the Governing Documents, including any amendment to those instruments.

(s) "Unit" shall mean the Townhomes at Pinion Valley individual Unit. A Townhome Unit includes a "Lot" as described herein.

## **ARTICLE 2 NAMES & DESCRIPTION OF PROPERTY/EASEMENTS**

### **Section 2.1. Name and Type.**

The type of Common Interest Community is a Planned Community. The name of the Planned Community is "The Terrace Filing II", or "Terrace Filing I, II, III, IV, V, or VI."

The name of the Association is the "The Terrace Homeowners Association B, Inc."

### **Section 2.2. Property.**

The Planned Community is located in Eagle County, State of Colorado. The Property of the Planned Community is described in Exhibit A of this Declaration, in the Original Declaration, in First Supplemental Declaration of Protective Covenants, Conditions and Restrictions of the Terrace Filing II, Second Amendment to the Declaration of Protective Covenants, Conditions and Restrictions of the Terrace Filing II, in the Plat, and/or is consistent with the common scheme and plan for the creation and operation of the Community. The number of Lots currently included in the Community is 228.

Easements for utilities and other purposes over and across the Lots and any Common Area maybe as shown upon a recorded Plat and on any recorded Map of the Planned Community, and as may be established pursuant to the provisions of this Declaration or granted by authority reserved in any recorded document.

### **Section 2.3. Owners' Easements of Enjoyment.**

Every Owner shall have a right and easement of enjoyment in and to any Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to promulgate and publish Rules and Regulations with which each Owner and their tenants, invitees, licensees and guests shall strictly comply;

(b) the right of the Association, to suspend the voting rights and the right to use of any Common Area and recreational facilities during any period of violation of any provision of the Governing Documents;

(c) the right of the Association to mortgage the Common Area as security for that purpose, provided, that the rights of such mortgagee shall be subordinate to the rights of the homeowners;

(d) the right, power and authority of the Association to grant any easement, right of-way, license, lease, dedication or similar interest through, over or in the Common Area;



(e) the right of the Association to transfer or convey ownership of any Common Area; upon approval of Members holding at least sixty seven percent 67% of the total votes entitled to be cast.

(f) the right of the Association to close or limit the use of any Common Area while maintaining, repairing and making replacements in any Common Area; and

(g) the right of the Association to change use of, add or remove improvements to the Common Area.

**Section 2.4. Delegation of Use.**

Owners may delegate their right of enjoyment to any Common Area and facilities to the members of their family, their tenants, guests, or contract purchasers who reside at their Lot.

**Section 2.5. Disclaimer of Liability.**

The Association shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect to the use and operation of, the Common Area or any of its improvements, fixtures, and facilities. It shall be the affirmative duty and responsibility of each Owner, and each user of the Common Area, to continuously inspect the same for any defects or perils or other unsafe conditions or circumstance prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

**Section 2.6. Easements for the Association.**

Each Lot shall be subject to an easement in favor of the Association, acting through the Board of Directors (including its agents, employees and contractors) to allow for their performance of obligations in this Declaration, provided that the easement granted, and the use thereof shall not unreasonably interfere with or impair the use of any improvements constructed on a Lot and shall be exercised only after reasonable notice to the Owner of the Lot.

**2.7. Utility, Map and Map Easements.**

Easements for utilities and other purposes over and across the Lots and Common Areas may be as shown upon the Plat or Map of the Community, and as maybe established pursuant to the provisions of this Declaration or granted by authority reserved in any recorded document.

**Section 2.8. Construction Easement.**

If any portion of an exterior wall of a residence is situated within three feet of any adjoining Lot line, a valid easement shall and does exist three feet in width along the adjoining Lot and adjacent to said Lot line, which easement may be used for the purpose of construction, reconstruction and maintenance of said exterior wall of the residence that is situated within three feet from the nearest point of said easement. The Owner of any Lot subject to this easement shall not erect or build any structure upon or over said easement, which will interfere with the purpose of said easement.

**Section 2.9. Maintenance Easement.**

If any portion of a residence encroaches upon the Common Area or upon the easement of any adjoining Lot established under the provisions of Section 2.8 above, a valid easement on the surface and for subsurface support below such surface and for the maintenance of the same, so long as it stands, shall and does exist.

**ARTICLE 3 THE ASSOCIATION**

**Section 3.1. Membership.**

Every person who is a record Owner of a fee interest in any Lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for such membership. Each Lot shall be allocated one vote which shall be cast as a single vote and shall not be subject to fractional voting. There shall only be one class of membership.

**Section 3.2. General Purposes and Powers of the Association.**

The Association, through its Board of Directors, shall perform functions and manage the Terrace Homeowners Association B, Inc., Community as provided in this Declaration so as to protect the value and desirability of The Terrace Homeowners Association B Community and the Lots. The Association shall be responsible for the maintenance, repair, replacement and improvement of any Common Area. Any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designation and management. The Association shall have all power necessary or desirable to effectuate such purposes.

**Section 3.3. Authority of the Association.**

The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, this Declaration, the Plat or Map, its Articles of Incorporation and Bylaws, and any Policies, Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to effect such right or privilege or to satisfy such duty or obligation.

**Section 3.4. Managing Agent**

The Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

**Section 3.5. Indemnification.**

To the full extent permitted by law, each officer, director or committee member of the Association and other volunteer appointed by the Board of Directors shall be indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member or volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member or volunteer at the time such expenses are incurred, pursuant to the indemnification provisions set forth in the Bylaws and by Colorado law.

**Section 3.6. Security Disclaimer.**

The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community; however, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. Furthermore, the Association does not guarantee that non-residents will not gain access to the Community and commit criminal acts in the Community, nor does the Association guarantee that criminal acts in the Community will not be committed by residents. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

**Section 3.7. Education and Training.**

As a Common Expense, the Association shall, in accordance with the Act, provide education and training opportunities for Owners, residents and occupants, including providing funding and permitting use of facilities for such purposes. The Association shall provide education and training activities as a tool for fostering Owner, resident and occupant awareness of governance, operations and concerns of the Community and of the Association. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, and education or topics benefitting or contributing to operation or governance of the Community and the rights and responsibilities of Owners and the Association. The Association may also fund and support education and training for officers and directors.

**ARTICLE 4 COVENANT FOR ASSESSMENTS FOR COMMON EXPENSES**

**Section 4.1. Creation of Association Lien and Personal Obligation to Pay Assessments for Common Expenses.**

Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Assessments for Common Expenses, insurance Assessments, and such other Assessments as imposed by the Association. The Association annual Common Expense Assessments and such other Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that maybe assessed and/or levied or maybe agreed to in the process of collecting past due

Assessments including but not limited to, credit card convenience fees from whatever source, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Assessments for Common Expenses by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot against which the Assessments for Common Expenses are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration. Except as provided in this Declaration all Assessments for Common Expenses shall be assessed against all Lots equally.

**Section 4.2. Basis of Assessments.**

(a) Single Family Lots and Townhome Units may be separately classified by their separate characteristics as the Board may deem appropriate and shall be assessed on the basis appropriate for each classification as determined by the Board from time to time. The rate of Assessment levied against Single Family Lots and against Townhome Units may be varied based upon the Board's sole and exclusive determination that the Association's budget may more directly benefit a certain classification more or less than the other classification, or that the Association has provided services to one classification in excess of those to other classification within the Community; provided, however, that such rate of Assessment shall be uniform within each classification.

(b) Uniform Rate of Assessment. Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots and Townhome Units; provided, however, Lots and Townhome Units may each be classified, by type of use or other distinguishing characteristics (as set forth below), but the basis and rate of Assessments for each type of use or other characterization may be varied only as further provided in this Section 4.2 (a) above.

**Section 4.3. Annual Assessments.**

Assessments may be made on an annual basis against all Lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year.

**Section 4.4. Special Assessments.**

(a) In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses, expenses for capital improvements and upgrades, or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, improvements, upgrades, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund.

(b) Special Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the

Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

(c) Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

**Section 4.5. Ratification of Budget.**

The proposed budget for annual and special assessments shall be submitted to the Owners for ratification as follows:

Within ninety days after adoption of a proposed budget by the Board which includes proposed annual and special assessments approved by the Board, the Board shall deliver by electronic mail, or other electronic delivery, or by first-class mail, including posting the proposed budget on the association's website, a summary of the budget to all the unit owners and shall set a date for a meeting of the unit owners to consider the budget. The meeting must occur within a reasonable time after mailing or other delivery of the summary.

The budget proposed by the board, including annual and special assessments, does not require approval from the unit owners and it will be deemed approved by the unit owners in the absence of a veto at the noticed meeting by sixty seven percent (67%) of all unit owners, whether or not a quorum is present. If the proposed budget is vetoed, the periodic budget last proposed by the executive board and not vetoed by the unit owners must be continued until a subsequent budget proposed by the executive board is not vetoed by the unit owners.

**Section 4.6. Supplemental Assessments.**

The Association shall have the right to add to any Owner's Assessment as provided in this Article as follows:

- (a) Those amounts expended by the Association for the benefit of the individual Lot supplementally assessed or any occupant thereof, including but not limited to improvement, repair, replacement or maintenance specific to the Lot;
- (b) Those amounts expended by the Association for improvement, repair, replacement or maintenance caused by the negligent or willful acts of the Owner supplementally assessed, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;
- (c) All fines and costs assessed against the Owner pursuant to the Governing Documents; and
- (d) Any other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Lot and are reasonably determined to be allocable to a particular Lot.

**Section 4.7. Application of Payments.**

All sums collected on a delinquent account referred to an attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on an account of any Owner or the Owner's Lot shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents prior to application of the payment to any special or regular Assessments due or to become due with respect to such Owner.

**Section 4.8. Effect of Non-Payment of Assessments.**

(a) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 30 days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly from the due date and shall incur late fees and penalties, thereon as determined by the Board of Directors.

(b) Failure to make payment within 60 days of the due date thereof shall cause the total amount of such Owner's Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Board may, in its discretion, decelerate the Member's annual Assessment.

(c) Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or other installments and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefor.

(d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Lot, the Board may take possession and rent said Lot, or apply for the appointment of a receiver for the Lot without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

**Section 4.9. Lien Priority.**

The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except:

- (1) Liens and encumbrances recorded before the recordation of the Original Declaration;
- (2) A security interest on the Lot which has priority over all other security interests on the Lot and which was recorded before the date on which the assessment sought to be enforced became delinquent, and
- (3) Liens for real estate taxes and other governmental assessments or charges against the Lot.

This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by

applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

**ARTICLE 5  
COVENANTS AND RESTRICTIONS ON USE, ALIENATION  
AND OCCUPANCY**

**Section 5.1. Flexible Application of the Subsequent Covenants and Restrictions.**

All Lots within the Community shall be held, used and enjoyed subject to the following limitations and restrictions:

**Section 5.2. Authority.**

All provisions of the Governing Documents shall apply to Owners and their guests, tenants, invitees and licensees. Owners and their successors and assigns, by acceptance of a deed to their Lot, acknowledge that they have been given notice, and that:

- (a) The ability of Owners to use their Lots may be limited by the provisions in the Governing Documents.
- (b) The Board may, from time to time, adopt and amend definitions that are not duly defined herein of words, phrases and terms used in this Declaration and other Governing Documents.
- (c) The Board may establish penalties for the infraction of all regulations and Owners will be responsible for fines assessed against their tenants, guests and invitees for violations of the restrictions.
- (d) All fines imposed are collectable as Assessments subject to Colorado law.

**Section 5.3. Use / Occupancy.**

All Lots within the Community shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation, and permitted by this Declaration, subject to any Rules and Regulations adopted by the Association and Colorado Law. Lots shall not be used for any purpose other than a residential dwelling except as set forth in this Section. Home occupations shall be allowed so long as the home occupations are incidental and secondary to the use of the Lot and do not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration. External advertising of any kind is prohibited. In no instance shall a home occupation be visible externally, nor shall any home occupation employ any person other than the Owner. Uses which have one or more of the following characteristics are not permitted:

- (a) manufacturing or fabrication of any kind;
- (b) storage of hazardous materials;
- (c) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use;
- (d) parking of heavy equipment or vehicle, including but not limited to tow trucks, semi-trailer, cranes, earthmoving or other construction equipment is not permitted.
- (e) the use or rental of any structure on a Lot for any transient, hotel, motel, bed and breakfast, restaurant, bar or other commercial purposes, subject to provisions herein allowing short term rental as further described herein.

**Section 5.4. No Re-Subdivision:**

No single-family Lot described on a recorded plat of the Terrace Filing No. I, II, III, IV, V, and VI or subsequent or future filings shall ever be re-subdivided into smaller tracts of Lots nor conveyed or encumbered into any less than the full, original dimensions as shown on the recorded plat of the Terrace Filing No. I, II, III, IV, V, and VI or subsequent or future filings as a duplex lot be re-subdivided into smaller tracts of lots nor conveyed or encumbered into any less than the full, original dimensions as shown on the recorded plat of the Terrace Filing No. I, II, III, IV, V, and VI provided that the conveyance of dedications of the easements for utilities and open space may be made for less than all of one tract.

**Section 5.5. Duplex Lots.**

All Lots described on the recorded plat of the Terrace Filing No. I, II, III, IV, V, and VI or subsequent or future filings as a duplex lot will comply with the regulations of the P.U.D. Control Documents for Single Family lots.

**Section 5.6. Leasing and Occupancy**

Any Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record and subject to the following:

(a) "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner; provided, however, for the purposes of this Declaration, leasing shall not include the occupancy of the Lot by the child or parent of an Owner. For the purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing.

(b) Occupancies and rental of less than six (6) months of Lots and Townhomes shall be allowed only in those homes and Townhomes that are occupied as primary residences by the owner of record.

(c) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and all Rules and Regulations of the Association.

(d) Each Owner who leases his or her Lot shall provide the Association, upon request, a copy of the current lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.

(e) Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.

(f) All occupancies, leases and rental agreements of Lots shall be subject to and shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease or rental agreement and of this



Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.

(g) All occupancies of Lots shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the Policies or Rules and Regulations of the Association. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration, and the Owner fails to commence such action within 30 days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Lot.

(h) All Owners who reside at a place other than the Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

(i) The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and implementation of other restrictions in the Declaration and as allowed by law.

(k) SHORT TERM RENTALS of less than thirty (30) days:

Rentals of Lots, Townhomes, or of a room or portion of the Lot or Townhome that are of a duration of less than thirty (30) days shall comply with the Bylaws, Declarations, Rules and Regulations of the Association and all Town of Eagle and Eagle County rules and regulations including registration, payment of lodging tax and any and all other law of the Town of Eagle and Eagle County and or other authoritative governmental or quasi-governmental agency.

In addition, to all other provisions herein, Lot owners are responsible for monitoring and maintaining their property to the highest standards of a primary residence community as described in this Declaration and other governing documents, rules and regulations. Owners who rent their Lots or a portion of their Lots for short term or long term use are advised that parties, excessive trash, excessive noise, undue increase in vehicle traffic and general mistreatment of property or persons in the community will not be tolerated. The Board may establish fines for violation of community standards by renters. The fines shall be charged to the Lot owners and assessed against the Lot.

Multiple complaints or repeated offenses may cause the Lot Owner to be estopped from future rental by the Board after determination at a duly notified hearing.

**Section 5.7. Maintenance of Lots and Improvements.**

Maintenance obligations shall be as follows:

(a) By the Owners. Owners are responsible for the maintenance, repair and replacement of the property and improvements located within their Lot boundaries. As soon as the growing season reasonably permits, the grounds around all residences on Lots shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other native ground cover, xeriscaping or plantings and maintained in a clean and attractive manner free from dust and noxious weeds. Owners shall maintain all fences on Lots in good repair and in a clean and attractive manner. The structures and grounds of each Lot shall be maintained in a neat and attractive manner. Upon the Owner's failure to do so, the Board may, at its option, after giving the Owner ten (10) days written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment and have the dead trees, shrubs and plants removed from any Lot.

(b) By the Association. The Association shall maintain, repair, replace and improve the Common Areas. The Association, in its sole discretion, shall determine the time and manner in which such Common Area maintenance shall be performed and the materials used.

(c) Assessment of Maintenance Costs. The cost of such maintenance referred to in Section (a) of this Article shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the assessment or charge to which such Lot is subject pursuant to this Declaration.

**Section 5.8. Maintenance in Public Right of Way.**

Each lot owner shall be responsible for maintenance within the public right of way directly in front of the owner's lot and/or on the lot side of the street. This area shall be maintained as if it were a part of the owner's lot. Upon failure of the owner to do so, the Board of Directors may at its option after giving the owner thirty (30) days written notice, have the area maintained when, as the same is necessary in its judgment to maintain the beauty of the Properties. The cost of this maintenance may be charged the lot owner as a special or supplemental assessment against the property by the Association. Areas adjacent to the Common Area shall be maintained by the Association.

**Section 5.9. Landscaping Requirements and Restrictions.**

The landscaping of each Lot shall be maintained by the Owner in a good, neat, attractive and well-kept condition, whether xeriscaped or with turf, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, and removal of noxious weeds and debris.

**Section 5.10. Restrictions on Pets and Animals.**

Dogs/Animal Control: The keeping of ordinary household pets shall be allowed. Areas of outdoor animal keeping must be approved by the Design Control Committee. Dogs shall be kept under strict control at all times per the Town of Eagle ordinance ([townofeagle.org](http://townofeagle.org)). All dogs are subject to leash laws of the Town of Eagle. Dogs will not be allowed to roam at large. The Town of Eagle and the Eagle County Animal Control (970)328-3647 will be primarily responsible for enforcement.

No animals of any kind or number shall be kept on any of the properties for commercial purposes. No dangerous or exotic animals of any kind may be kept or brought onto the properties; only domestic animals normally associated with residential family living may be kept on the properties. The number of animals associated with any lot or dwelling unit must be limited in number and kind in keeping with a reasonably quiet residential atmosphere of owners and not rural or farm living. No animal shall be kept within the Project which makes loud, disturbing, or objectionable noises or otherwise constitute a nuisance or inconvenience to any other residents of adjacent property. Every owner who keeps an animal shall maintain strict control over the animal and prohibit it from behaving in a manner annoying to others.

Approved fencing is required for all dogs, pets, and animals.

#### **Section 5.11. Tanks**

No tanks of any kind (either elevated or buried), except small portable tanks associated with an outdoor gas grill or outdoor fireplace or fire pit shall be erected, placed or permitted upon any Lot without the prior written approval of the Association.

#### **Section 5.12 Nuisances.**

No nuisance shall be permitted within the Terrace Homeowners Association B Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot or any Common Area, or any portion of the Terrace Homeowners Association B Community by residents. Further, no improper, offensive or unlawful use shall be permitted within the Terrace Homeowners Association B Community or any portion thereof. All laws, ordinances and regulations of all governmental bodies having jurisdiction over the Terrace Homeowners Association B Community or a portion thereof shall be observed.

#### **Section 5.13. Vehicular Maintenance, Parking, Storage, and Repairs.**

(a) Parking. There is no on-street parking permitted in the Terrace per the Town of Eagle. Garages, paved driveways, and other approved hard surface areas immediately adjacent to driveways should be used for all parking. Owners may not park on landscaped or grassy areas nor access parking across landscaped areas or public right of way. Owners may not create additional parking without DCC approval. Owners may request an additional parking space per lot from the DCC (see First Supplement to the Design Control Guidelines Section 3.5.3).

(b) Abandoned, non-working, or unregistered vehicles, trailers, campers, recreational vehicles, or motorhomes may not be parked in the Terrace. All recreational vehicles must be maintained with a factory or similar paint job. All owners of vehicles including, but not limited to, campers, trailers, recreational vehicles, etc. with or without mechanical engines must provide proof of ownership upon request by the Association or its representatives.

(c) Under no circumstances shall any vehicle (RV or otherwise), trailer, or camper be used as a living quarters of any kind.

(d) All Class A motorhomes, gooseneck trailers, and 5<sup>th</sup> wheel campers/recreational vehicles shall be stored/parked in an approved screening structure. Additional size restrictions and

regulations for motorhomes, trailers, campers, and recreational vehicles apply and are published in other governing documents, including the DCC Guidelines and related supplements.

(e) Any and all vehicles parked on a lot must be registered to the Lot Owner, tenant occupying the residence, or to a short term visitor of the Lot Owner or tenant, and must be maintained with a factory or similar paint job.

(f) No parked vehicle may impede the safe and efficient use of the streets by residents, obstruct emergency access to/from the Community, or interfere with the reasonable needs of other residents to use their driveway, Community streets or guest parking, if any.

(g) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted outside of garages. This provision shall not be deemed to prevent washing and polishing of a vehicle, together with those activities normally incident and necessary to such washing and polishing, provided washing is done with a hose with a shut off valve to prevent waste of water. Minor repairs may be performed, provided they are completed the day commenced, there is no damage (e.g., oil, residue) to paved areas, and all equipment and parts are removed upon completion of the work. No vehicles may be left unattended on jacks or jack stands.

(h) Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall not be permitted.

(i) If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's Rules and Regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after 72 hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Community stating the name and telephone number of the person or entity which will do the towing and/or booting hereunder. If 72 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user, and the owner thereof shall be solely responsible for all towing and storage charges.

(j) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Lot, is obstructing the flow of traffic, is parked on any grassy or xeriscaped area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately.

(k) If a vehicle is towed or booted in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

**Section 5.14. Common Area Obstruction or Alteration.**

There shall be no obstruction of any Common Area, nor shall anything be kept or stored on any part of any Common Area without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from any Common Area without the prior written approval of the Association.

**Section 5.15. No Annoying Sight, Sounds or Odors.**

No light shall be emitted from any portion of the Terrace Homeowners Association B Community which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Terrace Homeowners Association B Community which would reasonably be found by others to be noxious or offensive including but not limited to marijuana odors. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Terrace Homeowners Association B Community except with the prior written approval of the Association.

**Section 5.16. No Hazardous Activities.**

No activity shall be conducted on and no improvement shall be constructed on any Property within the Community which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property within the Community. No open fires shall be lighted or permitted on any Property within the Community except in a contained barbeque unit while attended and in use for cooking purposes or within an interior or exterior fireplace or fire pit designed to prevent dispersal of burning embers unless otherwise prohibited by governmental ordinances. No Owner or Owners shall permit any condition on his Lot or Lots which creates a fire hazard or is in violation of applicable fire prevention regulations.

**Section 5.17. Restrictions on Clotheslines and Storage.**

Except for retractable clotheslines which comply with reasonable aesthetic regulations adopted by the Board and except as otherwise permitted by Colorado law, no clotheslines, drying areas or yards, service yards, shops, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted on any Lot unless the same, in each instance, is expressly permitted in writing by the Association. Owners shall hold the Association harmless from any claim resulting from any clotheslines, drying areas or yards, service yards, shops, equipment, storage or storage areas maintained on their Lot.

**Section 5.18. Restriction on Signs and Advertising Devices.**

(a) Except as provided in this Section, no sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere on a Lot except such sign or signs as may be approved in writing by the Association.

(b) Signs intended to impact the outcome of an election must be displayed in accordance with the Association's Rules and Regulations and other governing documents.

(c) One professionally lettered "For Sale" or "For Rent" sign for the purposes of selling or renting a home within the Terrace not to exceed three feet by two feet, and one professionally lettered security or alarm system sign not exceeding one square foot may be displayed on a Lot.

(d) Contractors may display building permits and erect one sign identifying the Contractor, but only while the contractor is working on site and not otherwise.

**Section 5.19. Outbuildings and Temporary Structures.**

No outbuilding or temporary structure, including trailers, sheds, mobile homes, shacks, barns, or detached garages or carports, shall be allowed on any Lot unless approved in writing by the Board of Directors or the Design Control Committee and the Town of Eagle.

**Section 5.20. Trash Removal Restrictions.** Homeowners must contract with a local trash removal company.

No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road, or on any Common Area or on any Lot. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

**Section 5.21. Prohibition of Marijuana Distribution and Growing.**

No Owner or occupant of a Lot may utilize such Lot for the purpose of growing marijuana or medical marijuana unless otherwise permitted by Colorado law. Distribution of marijuana, regardless of the purpose, shall be prohibited in the Community. This prohibition may further be clarified by the Board of Directors through Rules and Regulations. In the event marijuana growing is allowed by Colorado law, it will be restricted to indoor growing only within the Association in accordance with all state and local laws. Odors emanating from the growth or consumption of marijuana may be considered a noxious odor. Owners will be responsible for any violation of this restriction.

**Section 5.22. Prohibition Against Hunting and Discharge of Firearms.**

There shall be no hunting of any animals whatsoever within the boundaries of the Terrace, nor shall there be the discharge of firearms.

**Section 5.23. Rules and Regulations.**

In furtherance of the provisions of this Declaration, and the general plan, Rules and Regulations concerning and governing the Community, or any portion thereof may be adopted, amended, or repealed from time to time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

**Section 5.24. Compliance with Governing Documents.**

Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended.

**Section 5.25. Compliance with Other Laws.**

No improper, offensive or unlawful use shall be permitted within the Community or any portion thereof. All laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed.

**Section 5.26. Restriction on Mining and Drilling**

No Property within the Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

**Section 5.27. Use of the Words Terrace Filing II and Terrace Homeowners Association B.**

No Owner or resident shall use the words "Terrace Filing II" or "Terrace Homeowners Association B" or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

**ARTICLE 6 ARCHITECTURAL REVIEW**

**Section 6.1. Required Approval.**

No structures, including residences, outbuildings, garages, accessory buildings, swimming pools, antennas (except as otherwise permitted in this Declaration), flag poles (except as otherwise permitted by the Act), fences, walls, exterior lighting, driveways, walkways, landscaping, or any other improvements shall be constructed, erected, relocated, removed or installed on a Lot, nor shall any painting, alteration or change to the exterior of the improvements, the exterior of a residence, to a Lot or to any structure or any attachment to the exterior of a residence (including paint, awnings, patios, decks, or shutters) be commenced unless complete plans and specifications shall have been first submitted to and approved in writing by the Design Control Committee ("Committee") as are outlined in the TERRACE HOA (B) DESIGN GUIDELINES, FIRST SUPPLEMENT or amendments thereto. The Committee may require that applications of Owners and their plans and specifications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed improvement (plotted horizontally and vertically), location and size of driveways, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Committee.

All submissions, approvals and or disapprovals shall be submitted in writing, dated and receipted. Owners shall pay a fee as determined by the DCC.

**Section 6.2. Acknowledgment of Owners.**

Owners acknowledge, accept and agree to the following:

(a) Owners will not commence construction or installation of an improvement until they have submitted improvement plans and specifications and received written approval from the Committee;

(b) Owners shall immediately comply with any request by the Association for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Committee approval, if previously granted;

(c) Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;

(d) Owners, by submitting an application for approval, hereby certify: (i) they will construct or modify improvements located only on their own Lot or upon Property which they have permission to construct, modify or improve; and (ii) they will not violate any easements, rights-of-way, or other rights appurtenant to such Property.

(e) Owners shall notify the Committee of completion of the improvement's installation or construction within five days of such completion;

(f) Upon completion of an improvement, Owners authorize the Committee or its representatives to enter onto the Lot for exterior inspection;

(g) Failure of an Owner to notify the Committee of completion of an approved improvement, or refusal to allow inspection shall result in the withdrawal of the Committee's approval;

(h) If the improvement as built does not conform to the improvement as approved by the Committee, the Committee's approval will be deemed withdrawn, and upon written request of the Committee, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications;

(i) In the event of withdrawal of Committee approval for any reasons cited in this Section, and upon written request from the Committee, the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

### **Section 6.3. Architectural Criteria.**

The Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to improvements on a Lot or landscaping of a Lot shall comply with the requirements set forth in this Declaration and in any Design Control Guidelines. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, conformity and harmony of the exterior appearance of structures with neighboring structures, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set out in this Declaration. Upon its review of such plans, specifications and submittals, the Committee may require that the applicants reimburse the Board for actual expense incurred by it in its review and approval process.

### **Section 6.4. Establishment of the Committee.**

The Committee shall consist of a minimum of three members. The Board of Directors shall appoint the Committee chairperson, and the chairperson shall recruit and appoint the remaining Committee members. The Board shall have the authority to remove any members of the Committee at their sole discretion.



**Section 6.5. Architectural Guidelines.**

The Committee may propose architectural guidelines from time to time, which guidelines may be approved by the Board of Directors and included in or with any Rules and Regulations of the Association or the first supplement to the design guidelines and any future supplementations.

**Section 6.6. Reply and Communication.**

The Committee shall reply to all submittals of plans made in accordance herewith in writing within 30 days after receipt. In the event the Committee fails to take any action on submitted plans and specifications within 30 days after the Committee has received the plans and specifications, approval shall be deemed to be denied. All communications and submittals shall be addressed to the Committee in care of the Association.

**Section 6.7. Conditions of Approval.**

In the discretion of the Board or the Committee, an Owner may be required to enter into a written agreement establishing the approval of the application in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, affirms and shall assume, unless otherwise agreed in writing, all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration.

**Section 6.8. Commencement and Completion of Construction.**

All improvements approved by the Committee must be commenced within the time frame specified by the Committee. If not commenced within such time, then such approval shall be deemed revoked by the Committee, unless the Committee gives a written extension for commencing the work. Additionally, except with written Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Committee shall be completed within the time frame specified by the Committee at the time of approval.

**Section 6.9. Variances.**

In its sole discretion, the Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in architectural guidelines.

**Section 6.10. Right to Appeal.**

The Owner may appeal a denial of his or her application pursuant to the procedures set forth in the Terrace HOA (B), Eagle CO First Supplement Design Guidelines (Approved 9/06/2011) and any amendments thereto.

**Section 6.11. Waivers.**

The approval or consent of the Committee, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

**Section 6.12. Liability.**

The Committee and the members thereof, as well as any representative of the Board designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. Neither the Board nor the Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. The Association will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to Property with respect to architectural requests and shall not be liable for any disputes relating to the same.

**Section 6.13. Enforcement.**

Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association shall have the right, but not the obligation, to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Section, the Association shall be entitled to recover its costs and reasonable attorney fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Failure of the Association to enforce any covenant or restriction contained in this Section shall in no event be deemed a waiver of the right to do so thereafter. In addition, or in the alternative, the Association shall have all other enforcement rights as set forth in this Declaration.

**ARTICLE 7 INSURANCE/CONDEMNATION**

**Section 7.1. Insurance on the Lots.**

Each Owner has the responsibility to obtain hazard insurance covering loss, damage or destruction by fire or other casualty to the improvements, installed or made to their Lot, or other property of that Owner located on such Lot, and liability insurance covering any injuries occurring to persons or property damages on a Lot.

**Section 7.2. Insurance to be Carried by the Association.**

The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration and as set forth in the Act, which insurance coverage shall include the following terms and shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

**Section 7.3. Hazard Insurance on Common Area.**

The Association shall obtain hazard insurance covering loss, damage or destruction by fire or other casualty to any insurable improvements installed or made to any Common Area and the other property of the Association.

**Section 7.4. Association Liability Insurance.**

The Association shall obtain public liability and property damage liability insurance covering any Common Area, in such limits as the Board may determine from time to time, and in all cases

covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries and operation of automobiles on behalf of the Association.

**Section 7.5. Association Fidelity Insurance.**

The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees, as required by law.

**Section 7.6. Association Workers' Compensation and Employer's Liability Insurance.**

The Association shall obtain workers' compensation and employer's liability insurance and all other similar insurance with respect to employees, if any, in the amounts and forms as may now or hereafter be required by law.

**Section 7.7. Directors' and Officers' Personal Liability Insurance.**

The Association shall obtain directors' and officers' personal liability insurance to protect the officers, directors, committee members and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association.

**Section 7.8. Miscellaneous Terms Governing Insurance Carried by the Association.**

The Association shall maintain, to the extent reasonably available, insurance policies with the following terms or provisions:

(a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.

(b) All policies of insurance shall contain waivers of subrogation against any Owner or member of his or her household.

(c) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without prior written notice to all of the Owners as provided by Colorado law and to the Association.

(d) If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all holders of first lien security interests at least 10 days prior to the expiration of the then-current policies.

(e) All liability insurance shall name the Association, the Board, the manager or managing agent, if any, the officers of the Association, holders of first lien security interests, their successors and assigns and Owners as insureds.

(f) Prior to the Association obtaining any blanket policy of casualty insurance on any Common Area, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of any Common Area and any improvements thereon, without deduction for depreciation, and/or consider other factors, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions hereof. In the event the Association obtains casualty insurance on the Lots, then in no event shall that casualty insurance policy contain a coinsurance clause.

(g) All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of the Owner.

(h) All policies of insurance shall provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner.

**Section 7.9. Other Association Insurance.**

The Association may obtain insurance against such other risks, of similar or dissimilar nature, including flood insurance, as it shall deem appropriate with respect to the Association responsibilities and duties.

**Section 7.10. Insurance Premium.**

Insurance premiums for insurance provided by the Association shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

**Section 7.11. Annual Insurance Review.**

The Board shall review the insurance carried by and on behalf of the Association at least annually, for the purpose of determining the amount of insurance required.

**Section 7.12. Adjustments by the Association.**

Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any holder of a first lien security interest. The Association shall hold any insurance proceeds in trust for the Association, Owners and holders of first lien security interests as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association is not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored.

**Section 7.13. Duty to Repair.**

Any portion of the Community for which the Association is required to insure under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association, except as provided in the Act.

**Section 7.14. Condemnation and Hazard Insurance Allocations and Distributions.**

In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

**Section 7.15. Responsibility for Payment of Deductible Amount.**

Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Area or other property insured by the Association unless the damage is caused by the negligent or willful act or omission of an Owner, his family, guests, renters, or invitees, in which case the Association shall seek reimbursement of the deductible amount in compliance with and under the terms of the Declaration.

**Section 7.16. Insurance Assessments.**

If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense. This Insurance Assessment shall not be considered an Assessment as discussed in this Declaration and shall not require any vote or ratification of the Owners.

**Section 7.17. Damage to or Destruction on Lots.**

In the event of damage to or destruction of structures or improvements on a Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure and improvements in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made by the Owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with this Declaration.

**ARTICLE 8 DISPUTE RESOLUTION PROCEDURES**

**Section 8.1. Alternate Dispute Resolution.**

The (a) Association (including its officers, directors and committee members), (b) all Owners, and (c) any other person or entity not otherwise subject to this Declaration who agrees to submit to this Article (a "Bound Party") agree to encourage the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation. Accordingly, each Bound Party hereby covenants and agrees to submit all claims, grievances, controversies or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the Bylaws, the policies, the rules and regulations of the Association, the design or construction of any improvements on the Property, or otherwise relating to the Community (the "Claims") to the dispute resolution procedures set forth in this Article, with the exception of the "Exempt Claims" described in this Article.

**Section 8.2. Exempt Claims.**

The provisions of this Article shall not apply to, and the term "Claims" shall not include, any of the following: (a) the imposition and collection of Assessments or other charges levied under the Assessments section of this Declaration, including actions to foreclose assessment liens; (b) a suit by the Association to obtain injunctive relief; (c) proceedings involving challenges to ad

valorem taxation, (d) counterclaims brought by the Association in proceedings instituted against it; (e) claims of the Association; and claims against a non-Bound Party.

## ARTICLE 9 GENERAL PROVISIONS

### Section 9.1. Compliance and Enforcement.

(a) Every Owner and occupant of a Lot shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.

(b) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents: Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot; (ii) suspending the right to vote and the right to use Common Area; (iii) exercising self-help, including, but not limited to, performing such maintenance responsibilities which are the Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Lot and the Owner as an Assessment or taking action to abate any violation of the Governing Documents; (iv) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration; (v) without liability to any person, the Association precluding any contractor; subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community; (vi) levying specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents; and (vii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation against the Owner and the Lot.

(d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or

capricious in taking enforcement action. A decision of the Association not to pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

### **Section 9.2. Attorney Fees**

If an Owner fails to pay any Assessment as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner shall be charged as an Assessment and shall constitute a lien against the Lot.

### **Section 9.3. Severability.**

Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

### **Section 9.4. Term of Declaration.**

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

### **Section 9.5. Amendment of Declaration by Owners.**

Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Members holding more than fifty percent (50%) of all votes and with the written consent of the Board of Directors on behalf of the Association. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Eagle County of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above and containing the written consent and approval of the Association.

### **Section 9.6. Amendments by Board of Directors**

The Board of Directors, without the necessity of a vote by the Owners, may amend this Declaration to correct any scrivener's errors, to comply with any applicable state or federal law, and/or to bring the Community into compliance with applicable Rules and Regulations of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") or any successor governmental agencies pursuant to

federal law.

**Section 9.7. Amendment of Articles of Incorporation by Owners.**

Amendment of the Articles of Incorporation shall require the affirmative vote of the majority of the Owners present and voting, or voting by proxy, at a regular or special-meeting of the Members at which a quorum is present; provided, however, that no amendment to the Articles of Incorporation shall be contrary to or inconsistent with the provisions of this Declaration.

**Section 9.8. Captions.**

All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

**Section 9.9. Interpretation.**

The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration.

**Section 9.10. Singular Includes the Plural.**

Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

**Section 9.11. Challenge to this Amendment.**

All challenges to the validity of this amendment or any future amendments must be made within one year after the date or recording of this document. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

**Section 9.12. Non-Waiver.**

Any forbearance or failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration or of any subsequent enforcement of such provision.

**Section 9.13. Conflict of Provisions.**

In case of conflict between this Declaration and the Articles or Bylaws, this Declaration shall control. In the case of conflict between the Articles and Bylaws, the Articles shall control.



The undersigned, being the President and the Secretary of Terrace Homeowners Association B, Inc., hereby certify that pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217(1)(a), at least 67% of the Members have approved this Declaration.

THE TERRACE HOMEOWNERS ASSOCIATION B, INC., a Colorado nonprofit corporation,

Christian Basso

President:

ATTEST

[Signature]

Secretary:

STATE OF COLORADO )

ss.

COUNTY OF EAGLE )

The foregoing Declaration was acknowledged before me by Christian Basso, as President and

by Matthew Hayden as Secretary, of TERRACE, a Colorado nonprofit corporation,

on this day 15<sup>th</sup> of February, 2023.

Notary Public Christina Moses

My commission expires: 05/21/2024

CHRISTINA MOSES  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20044017753  
MY COMMISSION EXPIRES MAY 21, 2024

## EXHIBIT A

### LEGAL DESCRIPTIONS AND PLAT MAPS

The following documents have been filed as legal descriptions or plat maps of the Terrace and are included with the Recording of the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE TERRACE HOMEOWNERS ASSOCIATION B, INC.

1. The Terrace Filing II legal description, Exhibit A and B, recorded with the Eagle County Colorado Clerk and Recorder on March 31, 1993 in Book 605, Page 261, reception number 501345.
2. The Terrace Filing II Final Plat, recorded with the Eagle County Colorado Clerk and Recorder on March 31, 1993 in Book 605, Page 258, reception number 501342.
3. The Terrace Filing III and IV legal descriptions, Exhibit A, recorded with the Eagle County Colorado Clerk and Recorder on March 31, 1994 in Book 636, Page 279, reception number 532332.
4. The Terrace, Filing II Amended Final Plat, recorded with the Eagle County Colorado Clerk and Recorder on June 28, 1993 in Book 612, Page 522, reception number 508599.
5. The Terrace, Filing III Final Plat, recorded with the Eagle County Colorado Clerk and Recorder on March 31, 1994 in Book 636, Page 271, reception number 532324.
6. The Terrace, Filing IV Final Plat, recorded with the Eagle County Colorado Clerk and Recorder on March 31, 1994 in Book 636, Page 274, reception number 532327.
7. The Terrace, Filing V Final Plat, recorded with the Eagle County Colorado Clerk and Recorder on October 21, 1994 in Book 652, Page 992, reception number 549029.
8. The Terrace, Filing VI Final Plat, recorded with the Eagle County Colorado Clerk and Recorder on October 21, 1994 in Book 652, Page 993, reception number 549030.
9. The Terrace, Filing VI, Lots 111 through 118 recorded with the Eagle County Colorado Clerk and Recorder on July 29, 2009 at reception number 200916308.
10. Final Plat, Pinion Valley Townhomes Phase I, recorded with the Eagle County Colorado Clerk and Recorder on October 25, 1995 in Book 679, Page 227 at reception number 575237.
11. Final Plat, Pinion Valley Townhomes Phase II, recorded with the Eagle County Colorado Clerk and Recorder on April 11, 1996 in Book 692, Page 142 at reception number 588139.
12. Final Plat, Pinion Valley Townhomes Phase III, recorded with the Eagle County Colorado Clerk and Recorder on September 13, 1996, in Book 705, Page 137 at reception number 601121.

13. Final Plat, Pinion Valley Townhomes Phase IV, recorded with the Eagle County Colorado Clerk and Recorder on June 4, 1997, in Book 728, Page 466 at reception number 624428.
14. Final Plat, Pinion Valley Townhomes Phase V, recorded with the Eagle County Colorado Clerk and Recorder on October 21, 1997, in Book 740, Page 957 at reception number 636907.
15. Final Plat, Pinion Valley Townhomes Phase VI, recorded with the Eagle County Colorado Clerk and Recorder on March 4, 1998 at reception number 648910.
16. Ordinance No. 20 (Series 1995) An Ordinance of the Town of Eagle Colorado Approving a Resubdivision of Tract 1, the Terrace Filing IV, Town of Eagle, County of Eagle, State of Colorado, recorded with the Eagle County Clerk and Recorder on October 25, 1995, in Book 679, Page 226 at reception 575236.

EXHIBIT A

LOTS 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,23,24,25,26,27,28,29,30,31,32,  
33,34,35,36,37,38,39,63,64,65,66

THE TERRACE, FILING II

ACCORDING to the Map recorded Mo. Ch 31, 1993 in Book 605 at  
Page 258 as Reception No. 201342.

00213

EXHIBIT B

PROPERTY DESCRIPTION

00214

501345 B-605 P-261 03/31/93 12:52 PG 18 OF 20

A Parcel of land located within a tract of land designated as "88 Acres Limited" as described in Book 301 at Page 602 of the Eagle County Records, located in Tracts 42 and 43, Section 4 and 5, Township 5 South, Range 84 West of the Sixth Principal Meridian, County of Eagle, State of Colorado, said parcel being more particularly described as follows:

Beginning at Corner No. 4 of Tract 43, an existing 4.5 inch aluminum cap with all bearings contained herein being relative to a bearing of N 89 degrees 48'05" E between Corner No. 2 of Tract 44, an existing brass cap monument, and said Corner No. 4 of Tract 43;

thence along the southerly boundary line of Tract 43 and the southerly boundary of "88 Acres Limited" S 89 degrees 48'05" W 721.35 feet to a point on the northerly right-of-way boundary line of Eagle County Road No. P-307 as described in Book 467 at Page 912 of the Eagle County records;

thence departing said "88 Acres Limited" boundary line and continuing along said road boundary line the following five courses:

1. 167.66 feet along the arc of a curve to the left with a radius of 556.00 feet, the chord of which bears N 73 degrees 13'11" W 167.02 feet distant.
2. N 81 degrees 51'30" W 48.98 feet;
3. N 89 degrees 32'16" W 316.30 feet
4. N 86 degrees 16'57" W 40.69 feet .
5. S 03 degrees 43'03" W 7.67 feet

to a point on the southerly boundary line of "88 Acres Limited" and the proposed northerly boundary right-of-way line of Eagle County Road No. P-307;

thence along said boundary lines the following five courses:

1. 340.05 feet along the arc of a curve to the right with a radius of 1081.82 feet, the chord of which bears N 76 degrees 31'32" W 338.65 feet distant
2. N 67 degrees 31'14" W 257.96 feet
3. 443.79 feet along the arc of a curve to the right with a radius of 1876.85 feet, the chord of which bears N 60 degrees 44'48" W 442.76 feet distant
4. N 53 degrees 58'22" W 56.94 feet .
5. 125.87 feet along the arc of a curve to the left with a radius of 1313.14 feet, the chord of which bears N 56 degrees 43'07" W 125.82 feet distant

to a point on the easterly boundary line of "The Bull Pasture  
Continued on next page

PROPERTY DESCRIPTION CONTINUED

Subdivision" as described in Book 285 at Page 66 of the Eagle County records;  
thence continuing along said "88 Acres Limited" boundary line and said easterly subdivision boundary line N 00 degrees 00'00" E 301.61 feet to a point on the westerly boundary line of "The Terrace, Filing No. 1 Subdivision" as described in Book 414 at Page 471 of the Eagle County records;  
thence departing said "88 Acres Limited" boundary line and continuing along the boundary line of "The Terrace, Filing No. 1" the following 10 courses:

1. S 24 degrees 35'33" E 381.30 feet
2. S 64 degrees 23'54" E 117.15 feet
3. N 65 degrees 24'27" E 171.49 feet
4. N 10 degrees 07'38" E 85.16 feet
5. N 24 degrees 35'33" W 420.00 feet
6. N 65 degrees 24'27" E 20.00 feet
7. N 24 degrees 35'33" W 160.00 feet
8. S 65 degrees 24'27" W 20.00 feet
9. N 24 degrees 35'33" W 250.00 feet
10. S 70 degrees 52'28" W 95.08 feet

to a point on the easterly boundary line of the previously described "The Bull Pasture Subdivision" and the easterly boundary line of the said "88 Acres Limited";  
thence along said boundary lines N 00 degrees 00'00" E 653.25 feet to a point on the southerly boundary line of a private parcel of land described in Book 366 at Page 692 of the Eagle County records;  
thence departing said "88 Acres Limited" boundary line and continuing along the boundary line of said private parcel the following three courses:

1. S 53 degrees 12'30" E 250.00 feet
2. N 60 degrees 34'51" E 404.62 feet
3. N 35 degrees 58'03" W 275.00 feet

to a point on the southerly boundary line of the Sunset View Cemetery and the northerly boundary of said "88 Acres Limited";  
thence along said boundary lines N 89 degrees 16'38" E 240.00 feet to the southeast corner of said cemetery, identical to a point on the westerly boundary line of the "Eagle Hills-Phase II Subdivision" as described in Book 307 at Page 873 of the Eagle  
Continued on next page

00215

PROPERTY DESCRIPTION CONTINUED

County records;  
thence along said "88 Acres Limited" and subdivision  
boundary lines the following seven courses:

1. S 35 degrees 58'03" E 374.98 feet
2. S 58 degrees 39'59" E 164.48 feet
3. S 43 degrees 28'43" E 638.39 feet
4. N 81 degrees 26'10" E 248.41 feet
5. S 65 degrees 46'39" E 262.52 feet
6. S 52 degrees 39'22" E 489.01 feet
7. S 79 degrees 35'35" E 133.03 feet

to a point on the easterly boundary line of Tract 43 and the  
easterly boundary line of "88 Acres Limited";  
thence along said easterly boundary line S 02 degrees 27'05" W 1014.85  
feet To The Point Of Beginning.

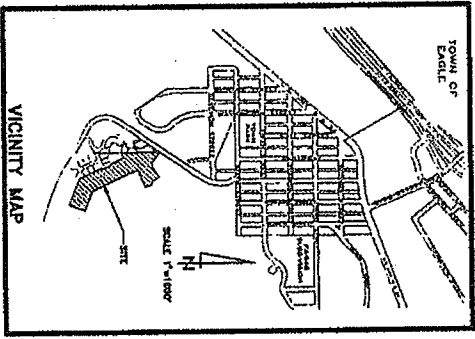
COUNTY OF EAGLE  
STATE OF COLORADO

00216

# THE TERRACE, FILING II FINAL PLAN

A TRACT OF LAND IN TRACTS 42 & 43,  
SECTIONS 4 & 5, T5S, R84W, 6TH P.M.,  
COUNTY OF EAGLE, STATE OF COLORADO

ZONING SINGLE FAMILY DETACHED  
SHEET 1 OF 2



NOTE:  
DATE OF SURVEY, GEORGE W. 1923  
DATE OF PROVISIONAL PLANNING, MAY 1923  
DATE OF PROVISIONAL RECORDING, MAY 1923  
DATE OF FINAL RECORDING, MAY 1923  
DATE OF FINAL SURVEY, MAY 1923

LAND USE SUMMARY:  
TOTAL ACRES 12.79  
TOTAL SQUARE FEET 548,000  
TOTAL SQUARE FEET PER ACRE 42,830

1. Being a plat of the property described in the foregoing, I, the undersigned, do hereby certify that the same is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado, and that the same is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado, and that the same is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado.

*Robert E. Williams*  
COUNTY CLERK OF EAGLE COUNTY

STATE OF COLORADO  
COUNTY OF EAGLE  
I, *Robert E. Williams*, County Clerk of Eagle County, do hereby certify that the foregoing is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado, and that the same is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado.

CLERK AND RECORDS CERTIFICATE \$30.00  
This plan was filed for record in the office of the County Clerk of Eagle County, Colorado, on the 22nd day of May, 1923, at 10:30 A.M., and was recorded in the office of the County Clerk of Eagle County, Colorado, on the 22nd day of May, 1923, at 10:30 A.M.

*Robert E. Williams*  
COUNTY CLERK OF EAGLE COUNTY

CONTRIBUTION OF EDUCATION AND OTHERWISE  
The Board of Trustees of Eagle, Colorado, do hereby certify that the same is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado, and that the same is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado.

STATE OF COLORADO  
COUNTY OF EAGLE  
I, *Robert E. Williams*, County Clerk of Eagle County, do hereby certify that the foregoing is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado, and that the same is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado.

STATE OF COLORADO  
COUNTY OF EAGLE  
I, *Robert E. Williams*, County Clerk of Eagle County, do hereby certify that the foregoing is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado, and that the same is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado.

STATE OF COLORADO  
COUNTY OF EAGLE  
I, *Robert E. Williams*, County Clerk of Eagle County, do hereby certify that the foregoing is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado, and that the same is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado.

STATE OF COLORADO  
COUNTY OF EAGLE  
I, *Robert E. Williams*, County Clerk of Eagle County, do hereby certify that the foregoing is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado, and that the same is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado.

STATE OF COLORADO  
COUNTY OF EAGLE  
I, *Robert E. Williams*, County Clerk of Eagle County, do hereby certify that the foregoing is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado, and that the same is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado.

STATE OF COLORADO  
COUNTY OF EAGLE  
I, *Robert E. Williams*, County Clerk of Eagle County, do hereby certify that the foregoing is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado, and that the same is a true and correct copy of the original plan on file in the office of the County Clerk of the County of Eagle, Colorado.





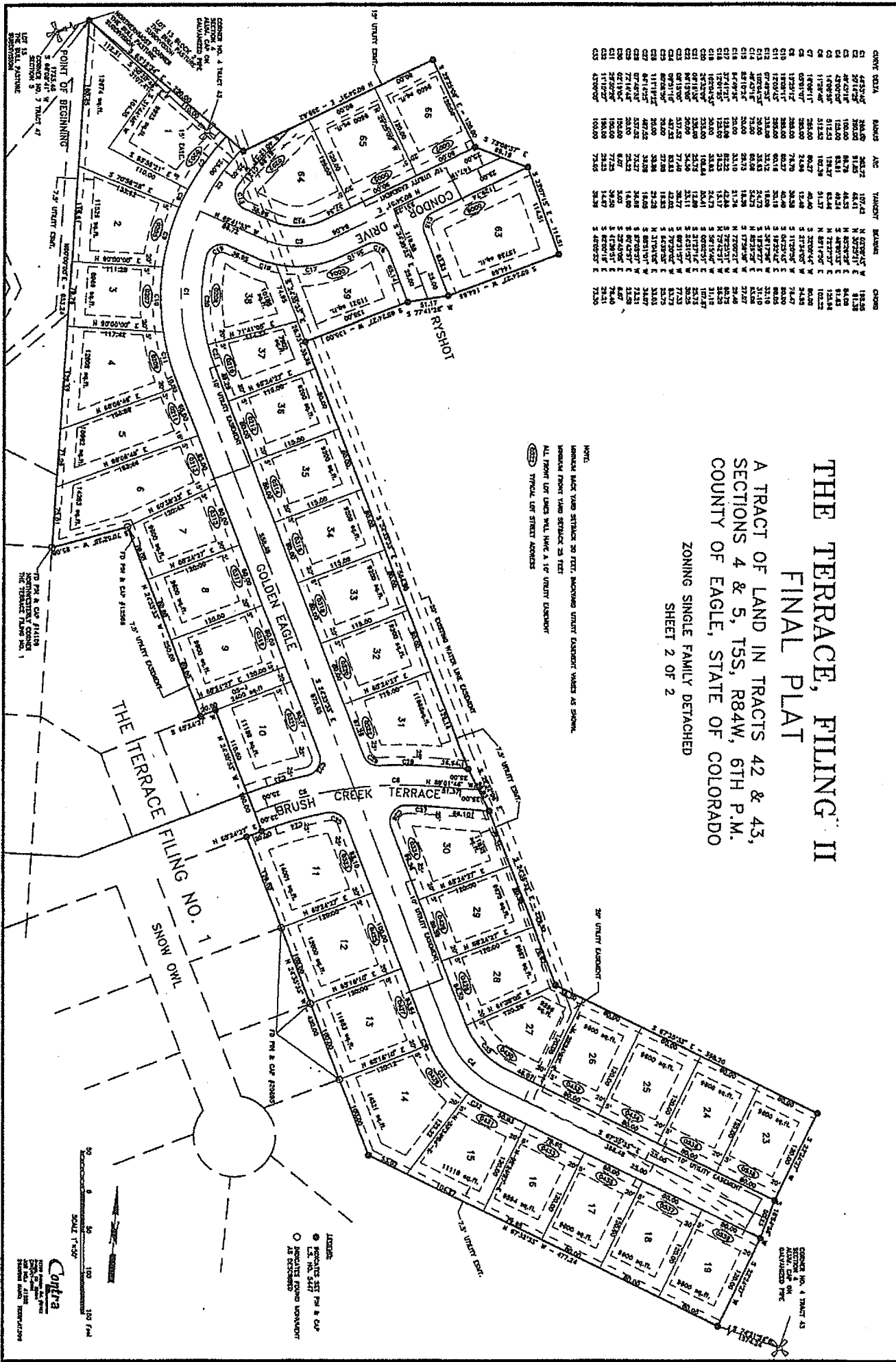
OWNER DATA	PARCELS	A/C	TARRANT	REMARKS	CRONS
C1	4242	28.00	107.43	N. 20' W. 1/2	18.25
C2	4243	28.00	107.43	N. 20' W. 1/2	18.25
C3	4244	28.00	107.43	N. 20' W. 1/2	18.25
C4	4245	28.00	107.43	N. 20' W. 1/2	18.25
C5	4246	28.00	107.43	N. 20' W. 1/2	18.25
C6	4247	28.00	107.43	N. 20' W. 1/2	18.25
C7	4248	28.00	107.43	N. 20' W. 1/2	18.25
C8	4249	28.00	107.43	N. 20' W. 1/2	18.25
C9	4250	28.00	107.43	N. 20' W. 1/2	18.25
C10	4251	28.00	107.43	N. 20' W. 1/2	18.25
C11	4252	28.00	107.43	N. 20' W. 1/2	18.25
C12	4253	28.00	107.43	N. 20' W. 1/2	18.25
C13	4254	28.00	107.43	N. 20' W. 1/2	18.25
C14	4255	28.00	107.43	N. 20' W. 1/2	18.25
C15	4256	28.00	107.43	N. 20' W. 1/2	18.25
C16	4257	28.00	107.43	N. 20' W. 1/2	18.25
C17	4258	28.00	107.43	N. 20' W. 1/2	18.25
C18	4259	28.00	107.43	N. 20' W. 1/2	18.25
C19	4260	28.00	107.43	N. 20' W. 1/2	18.25
C20	4261	28.00	107.43	N. 20' W. 1/2	18.25
C21	4262	28.00	107.43	N. 20' W. 1/2	18.25
C22	4263	28.00	107.43	N. 20' W. 1/2	18.25
C23	4264	28.00	107.43	N. 20' W. 1/2	18.25
C24	4265	28.00	107.43	N. 20' W. 1/2	18.25
C25	4266	28.00	107.43	N. 20' W. 1/2	18.25
C26	4267	28.00	107.43	N. 20' W. 1/2	18.25
C27	4268	28.00	107.43	N. 20' W. 1/2	18.25
C28	4269	28.00	107.43	N. 20' W. 1/2	18.25
C29	4270	28.00	107.43	N. 20' W. 1/2	18.25
C30	4271	28.00	107.43	N. 20' W. 1/2	18.25
C31	4272	28.00	107.43	N. 20' W. 1/2	18.25
C32	4273	28.00	107.43	N. 20' W. 1/2	18.25
C33	4274	28.00	107.43	N. 20' W. 1/2	18.25

# THE TERRACE, FILING II FINAL PLAT

A TRACT OF LAND IN TRACTS 42 & 43,  
SECTIONS 4 & 5, T5S, R84W, 6TH P.M.  
COUNTY OF EAGLE, STATE OF COLORADO

ZONING SINGLE FAMILY DETACHED  
SHEET 2 OF 2

NOTE:  
MINIMUM BACK YARD STRIPES 20 FEET, MINIMUM FRONT YARD STRIPES 10 FEET,  
MINIMUM FRONT YARD STRIPES 25 FEET  
ALL FRONT YARD STRIPES SHALL HAVE A 1'0" UNIT EASEMENT  
TYPICAL LOT STREET ADDRESS



**Contra**  
CONTRACTOR  
1000 W. 10TH AVENUE  
DENVER, CO 80202  
TEL: 733-1111  
FAX: 733-1112

EXHIBIT A

PARCEL 1:

BEGINNING AT THE NORTHERN-MOST CORNER OF THE TERRACE, FILING III, FROM WHICH POINT CORNER NO. 4 OF TRACT 43 OF SECTION 4 BEARS S42°09'28"E, 2,741.15 FEET, AND CORNER NO. 7 OF TRACT 47 OF SECTION 5 BEARS N70°40'03"W, 2,265.77 FEET; THENCE S53°39'31"E, 251.34 FEET; THENCE N53°33'50"E, 98.03 FEET; THENCE N53°33'50"E, 21.60 FEET; THENCE S58°39'59"E, 164.48 FEET; THENCE S43°28'43"E, 638.39 FEET; THENCE S61°25'35"W, 253.11 FEET; THENCE S40°54'46"E, 70.73 FEET; THENCE S49°05'14"W, 120.00 FEET; THENCE S35°53'36"W, 51.54 FEET; THENCE S50°40'05"W, 113.57 FEET; THENCE N41°20'21"W, 49.71 FEET; THENCE N84°14'25"W, 52.28 FEET; THENCE S71°56'37"W, 66.26 FEET; THENCE S58°52'46"W, 154.75 FEET; THENCE S68°43'57"W, 146.00 FEET; THENCE N24°35'33"W, 122.21 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04°29'30", A RADIUS OF 290.00 FEET, AN ARC LENGTH OF 22.74 FEET, AND A CHORD WHICH BEARS S88°45'01"W, 22.73 FEET; THENCE N24°37'28"W, 1.33 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE TERRACE, FILING II; THENCE ALONG SAID EASTERLY BOUNDARY OF THE TERRACE, FILING II, THE FOLLOWING EIGHT COURSES:

N29°32'07"W, 58.03 FEET; THENCE  
N24°35'33"W, 564.90 FEET; THENCE  
N65°24'27"E, 135.00 FEET; THENCE  
N77°41'26"E, 51.17 FEET; THENCE  
N65°24'27"E, 144.66 FEET; THENCE  
N23°07'16"W, 114.51 FEET; THENCE  
N73°08'37"W, 69.19 FEET; THENCE  
N29°25'09"W, 120.00 FEET; THENCE

DEPARTING SAID EASTERLY BOUNDARY OF THE TERRACE, FILING II, N60°34'51"E, 145.00 FEET TO THE POINT OF BEGINNING,

(TERRACE, FILING III)

00111

## PARCEL 2:

A TRACT OF LAND IN TRACTS 42 AND 43, SECTIONS 4 AND 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERN-MOST CORNER OF THE TERRACE, FILING II, FROM WHICH POINT CORNER NO. 4 OF TRACT 43 OF SECTION 4 BEARS S 74°21'54" E, 1574.24 FEET; THENCE ALONG THE BOUNDARY OF THE TERRACE, FILING II, THE FOLLOWING THREE COURSES:

- 1) N 22°24'27" E, 120.00 FEET;
- 2) N 16°54'58" E, 50.23 FEET;
- 3) N 22°24'27" E, 120.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE

OF THAT PARCEL OF LAND DEDICATED TO THE TOWN OF EAGLE AS A PARK, AND RECORDED IN BOOK 605 AT PAGE 252, RECEPTION NO. 501336 OF THE RECORDS OF EAGLE COUNTY, COLORADO; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID PARK PARCEL S 67°35'33" E, 179.69 FEET; THENCE DEPARTING SAID PARK PARCEL BOUNDARY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1900.00 FEET, A LENGTH OF 108.91 FEET, A DELTA ANGLE OF 03°17'03", AND A CHORD WHICH BEARS S 30°16'57" W, 108.89 FEET; THENCE S 60°42'27" E, 60.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, A LENGTH OF 116.92 FEET, A DELTA ANGLE OF 25°45'53", AND A CHORD WHICH BEARS S 41°30'05" W, 115.93 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A LENGTH OF 200.17 FEET, A DELTA ANGLE OF 39°32'53" AND A CHORD WHICH BEARS S 34°36'35" W, 196.22 FEET; THENCE S 14°50'09" W, 176.87 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF EAGLE COUNTY ROAD NO. P-307 AS DESCRIBED IN BOOK 467 AT PAGE 912 OF THE EAGLE COUNTY RECORDS; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID COUNTY ROAD, THE FOLLOWING FIVE COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1081.82 FEET, A LENGTH OF 144.32 FEET, A DELTA ANGLE OF 07°38'37", AND A CHORD WHICH BEARS N 71°20'33" W, 144.21 FEET;
- 2) N 67°31'14" W, 257.96 FEET;
- 3) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1876.85 FEET, A LENGTH OF 443.80 FEET, A DELTA ANGLE OF 13°32'53", AND A CHORD WHICH BEARS N 60°44'48" W, 442.76 FEET;
- 4) N 53°58'21" W, 56.96 FEET;
- 5) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1313.14 FEET, A LENGTH OF 125.88 FEET, A DELTA ANGLE OF 05°29'32", AND A CHORD WHICH BEARS N 56°43'08" W, 125.83 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE BULL PASTURE SUBDIVISION AS DESCRIBED IN BOOK 285 AT PAGE 66 OF THE EAGLE COUNTY RECORDS; THENCE ALONG SAID EASTERLY BOUNDARY LINE OF THE BULL PASTURE N 00°00'00" W, 301.63 FEET TO A POINT ALONG THE BOUNDARY OF THE TERRACE, FILING I, FROM WHICH POINT CORNER NO. 7 OF TRACT 47, SECTION 5 BEARS N 74°43'48" W, 1644.33 FEET; THENCE ALONG SAID BOUNDARY LINE OF THE TERRACE, FILING I, THE FOLLOWING FOUR COURSES:

- 1) S 24°35'33" E, 381.30 FEET;
- 2) S 64°23'54" E, 117.15 FEET;
- 3) N 65°24'27" E, 171.49 FEET;
- 4) N 10°07'38" E, 85.16 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF THE TERRACE, FILING II; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF THE TERRACE, FILING II, S 67°35'33" E, 477.24 FEET TO THE POINT OF BEGINNING.

(TERRACE, FILING IV)

00112

NOTES

DATE OF RECORD: ...

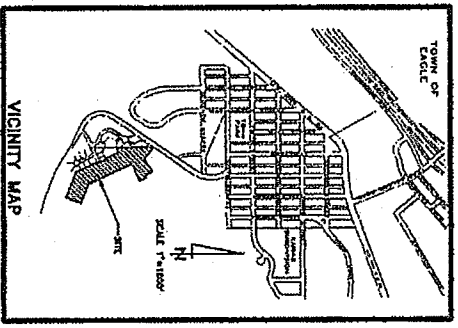
OWNER: ...

OWNER'S CERTIFICATE

I, the undersigned, being duly qualified...

THE CERTIFICATE

Subscribed, This 21st day of February, 1933...



# THE TERRACE, FILING II AMENDED FINAL PLAT

## A TRACT OF LAND IN TRACTS 42 & 43, SECTIONS 4 & 5, T5S, R84W, 6TH P.M., COUNTY OF EAGLE, STATE OF COLORADO

### ZONING SINGLE FAMILY DETACHED SHEET 1 OF 2

1932. Amended Final Plat...  
1933. Amended Final Plat...

CONTRIBUTION OF DONATIONS AND GRANTORS  
The undersigned, being duly qualified...

OWNER'S CERTIFICATE  
I, the undersigned, being duly qualified...

OWNER'S CERTIFICATE  
I, the undersigned, being duly qualified...

OWNER'S CERTIFICATE  
I, the undersigned, being duly qualified...

OWNER'S CERTIFICATE  
I, the undersigned, being duly qualified...

OWNER'S CERTIFICATE  
I, the undersigned, being duly qualified...

OWNER'S CERTIFICATE  
I, the undersigned, being duly qualified...

OWNER'S CERTIFICATE  
I, the undersigned, being duly qualified...

OWNER'S CERTIFICATE  
I, the undersigned, being duly qualified...

OWNER'S CERTIFICATE  
I, the undersigned, being duly qualified...

OWNER'S CERTIFICATE  
I, the undersigned, being duly qualified...

OWNER'S CERTIFICATE  
I, the undersigned, being duly qualified...

Contra

1932. Amended Final Plat...  
1933. Amended Final Plat...

OWNER'S CERTIFICATE  
I, the undersigned, being duly qualified...

OWNER'S CERTIFICATE  
I, the undersigned, being duly qualified...

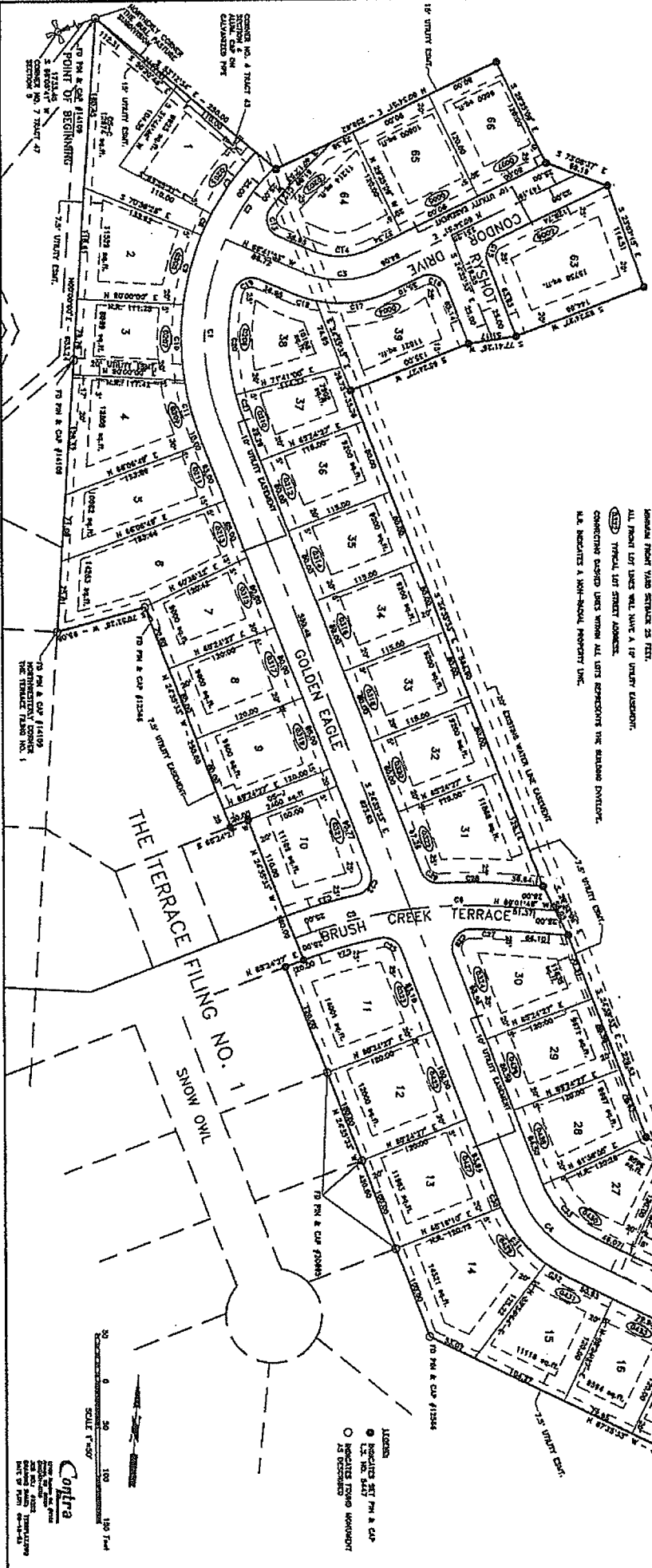
CHANG DATA	AMTS	ACR	TOWNSHIP	REMARKS	CHANG
C1	201.75	107.41	N 0232277 E	184.56	
C2	201.75	107.41	N 0232277 E	184.56	
C3	201.75	107.41	N 0232277 E	184.56	
C4	201.75	107.41	N 0232277 E	184.56	
C5	201.75	107.41	N 0232277 E	184.56	
C6	201.75	107.41	N 0232277 E	184.56	
C7	201.75	107.41	N 0232277 E	184.56	
C8	201.75	107.41	N 0232277 E	184.56	
C9	201.75	107.41	N 0232277 E	184.56	
C10	201.75	107.41	N 0232277 E	184.56	
C11	201.75	107.41	N 0232277 E	184.56	
C12	201.75	107.41	N 0232277 E	184.56	
C13	201.75	107.41	N 0232277 E	184.56	
C14	201.75	107.41	N 0232277 E	184.56	
C15	201.75	107.41	N 0232277 E	184.56	
C16	201.75	107.41	N 0232277 E	184.56	
C17	201.75	107.41	N 0232277 E	184.56	
C18	201.75	107.41	N 0232277 E	184.56	
C19	201.75	107.41	N 0232277 E	184.56	
C20	201.75	107.41	N 0232277 E	184.56	
C21	201.75	107.41	N 0232277 E	184.56	
C22	201.75	107.41	N 0232277 E	184.56	
C23	201.75	107.41	N 0232277 E	184.56	
C24	201.75	107.41	N 0232277 E	184.56	
C25	201.75	107.41	N 0232277 E	184.56	
C26	201.75	107.41	N 0232277 E	184.56	
C27	201.75	107.41	N 0232277 E	184.56	
C28	201.75	107.41	N 0232277 E	184.56	
C29	201.75	107.41	N 0232277 E	184.56	
C30	201.75	107.41	N 0232277 E	184.56	
C31	201.75	107.41	N 0232277 E	184.56	
C32	201.75	107.41	N 0232277 E	184.56	
C33	201.75	107.41	N 0232277 E	184.56	
C34	201.75	107.41	N 0232277 E	184.56	
C35	201.75	107.41	N 0232277 E	184.56	
C36	201.75	107.41	N 0232277 E	184.56	
C37	201.75	107.41	N 0232277 E	184.56	
C38	201.75	107.41	N 0232277 E	184.56	
C39	201.75	107.41	N 0232277 E	184.56	
C40	201.75	107.41	N 0232277 E	184.56	
C41	201.75	107.41	N 0232277 E	184.56	
C42	201.75	107.41	N 0232277 E	184.56	
C43	201.75	107.41	N 0232277 E	184.56	
C44	201.75	107.41	N 0232277 E	184.56	
C45	201.75	107.41	N 0232277 E	184.56	
C46	201.75	107.41	N 0232277 E	184.56	
C47	201.75	107.41	N 0232277 E	184.56	
C48	201.75	107.41	N 0232277 E	184.56	
C49	201.75	107.41	N 0232277 E	184.56	
C50	201.75	107.41	N 0232277 E	184.56	
C51	201.75	107.41	N 0232277 E	184.56	
C52	201.75	107.41	N 0232277 E	184.56	
C53	201.75	107.41	N 0232277 E	184.56	
C54	201.75	107.41	N 0232277 E	184.56	
C55	201.75	107.41	N 0232277 E	184.56	
C56	201.75	107.41	N 0232277 E	184.56	
C57	201.75	107.41	N 0232277 E	184.56	
C58	201.75	107.41	N 0232277 E	184.56	
C59	201.75	107.41	N 0232277 E	184.56	
C60	201.75	107.41	N 0232277 E	184.56	
C61	201.75	107.41	N 0232277 E	184.56	
C62	201.75	107.41	N 0232277 E	184.56	
C63	201.75	107.41	N 0232277 E	184.56	
C64	201.75	107.41	N 0232277 E	184.56	
C65	201.75	107.41	N 0232277 E	184.56	
C66	201.75	107.41	N 0232277 E	184.56	
C67	201.75	107.41	N 0232277 E	184.56	
C68	201.75	107.41	N 0232277 E	184.56	
C69	201.75	107.41	N 0232277 E	184.56	
C70	201.75	107.41	N 0232277 E	184.56	
C71	201.75	107.41	N 0232277 E	184.56	
C72	201.75	107.41	N 0232277 E	184.56	
C73	201.75	107.41	N 0232277 E	184.56	
C74	201.75	107.41	N 0232277 E	184.56	
C75	201.75	107.41	N 0232277 E	184.56	
C76	201.75	107.41	N 0232277 E	184.56	
C77	201.75	107.41	N 0232277 E	184.56	
C78	201.75	107.41	N 0232277 E	184.56	
C79	201.75	107.41	N 0232277 E	184.56	
C80	201.75	107.41	N 0232277 E	184.56	
C81	201.75	107.41	N 0232277 E	184.56	
C82	201.75	107.41	N 0232277 E	184.56	
C83	201.75	107.41	N 0232277 E	184.56	
C84	201.75	107.41	N 0232277 E	184.56	
C85	201.75	107.41	N 0232277 E	184.56	
C86	201.75	107.41	N 0232277 E	184.56	
C87	201.75	107.41	N 0232277 E	184.56	
C88	201.75	107.41	N 0232277 E	184.56	
C89	201.75	107.41	N 0232277 E	184.56	
C90	201.75	107.41	N 0232277 E	184.56	
C91	201.75	107.41	N 0232277 E	184.56	
C92	201.75	107.41	N 0232277 E	184.56	
C93	201.75	107.41	N 0232277 E	184.56	
C94	201.75	107.41	N 0232277 E	184.56	
C95	201.75	107.41	N 0232277 E	184.56	
C96	201.75	107.41	N 0232277 E	184.56	
C97	201.75	107.41	N 0232277 E	184.56	
C98	201.75	107.41	N 0232277 E	184.56	
C99	201.75	107.41	N 0232277 E	184.56	
C100	201.75	107.41	N 0232277 E	184.56	

# THE TERRACE, FILING II AMENDED FINAL PLAT

A TRACT OF LAND IN TRACTS 42 & 43,  
SECTIONS 4 & 5, T5S, R84W, 6TH P.M.  
COUNTY OF EAGLE, STATE OF COLORADO

ZONING SINGLE FAMILY DETACHED  
SHEET 2 OF 2

NOTES:  
 1. DIMENSIONS SHOWN ARE APPROXIMATE.  
 2. ALL POINTS ARE TO BE SET BY SURVEY.  
 3. ALL POINTS SET SHALL HAVE A 1/2" UTILITY EMBLEM.  
 4. TYPICAL LOT STREET ADDRESS.  
 5. CONNECTING DASHED LINES WITHIN ALL LOTS REPRESENTS THE BUILDING FOOTPRINT.  
 6. ALL INDICATES A NON-TAXABLE PROPERTY LINE.



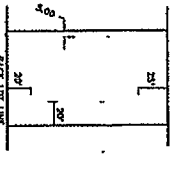
**Confira**  
 ENGINEERS & SURVEYORS  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 PHONE: 303.733.1111  
 FAX: 303.733.1112  
 WWW.CONFIRA.COM



NOTES:  
 ALL LOTS ARE BOUNDED EXCEPT WHERE SHOWN TO THE  
 EAST BY THE STATE HIGHWAY RIGHT-OF-WAY. THE EAST BOUNDARY  
 OF THE TRACTS IS TO BE THE CENTER LINE OF THE STATE HIGHWAY  
 RIGHT-OF-WAY.

A PERPETUAL NON-RESIDENTIAL RESIDENT HOME AND  
 BUSINESS USE ZONING DISTRICT HAS BEEN ESTABLISHED FOR  
 THE TRACTS AND LOTS SHOWN HEREON. THE ZONING DISTRICT  
 SHALL BE SUBJECT TO THE CITY OF EAGLE ZONING ORDINANCES  
 AND THE CITY OF EAGLE ZONING DEPARTMENT. THE ZONING  
 DISTRICT SHALL BE SUBJECT TO THE CITY OF EAGLE ZONING  
 DEPARTMENT. THE ZONING DISTRICT SHALL BE SUBJECT TO THE  
 CITY OF EAGLE ZONING DEPARTMENT. THE ZONING DISTRICT  
 SHALL BE SUBJECT TO THE CITY OF EAGLE ZONING DEPARTMENT.

ALL FRONT LOT LINES SHALL HAVE A 10' UNITS CASSEMENT.  
 (SEE) TYPICAL LOT STREET ADDRESS:  
 CONCRETE ROAD LOTS WITHIN ALL LOTS  
 REPRESENTS THE BOUNDARY DIVISION.  
 N.E. INDICATES A NON-ADJACENT PROPERTY LINE.



LOCATION:  
 • REGULATE SET BACK FROM ROAD AND  
 • REGULATE CURB CUT, DRIVE AND  
 • REGULATE DRIVE NO. 3 ROAD AND  
 • REGULATE CURB CUT, DRIVE AND  
 • REGULATE DRIVE NO. 3 ROAD AND  
 • REGULATE CURB CUT, DRIVE AND

# THE TERRACE, FILING III FINAL PLAT

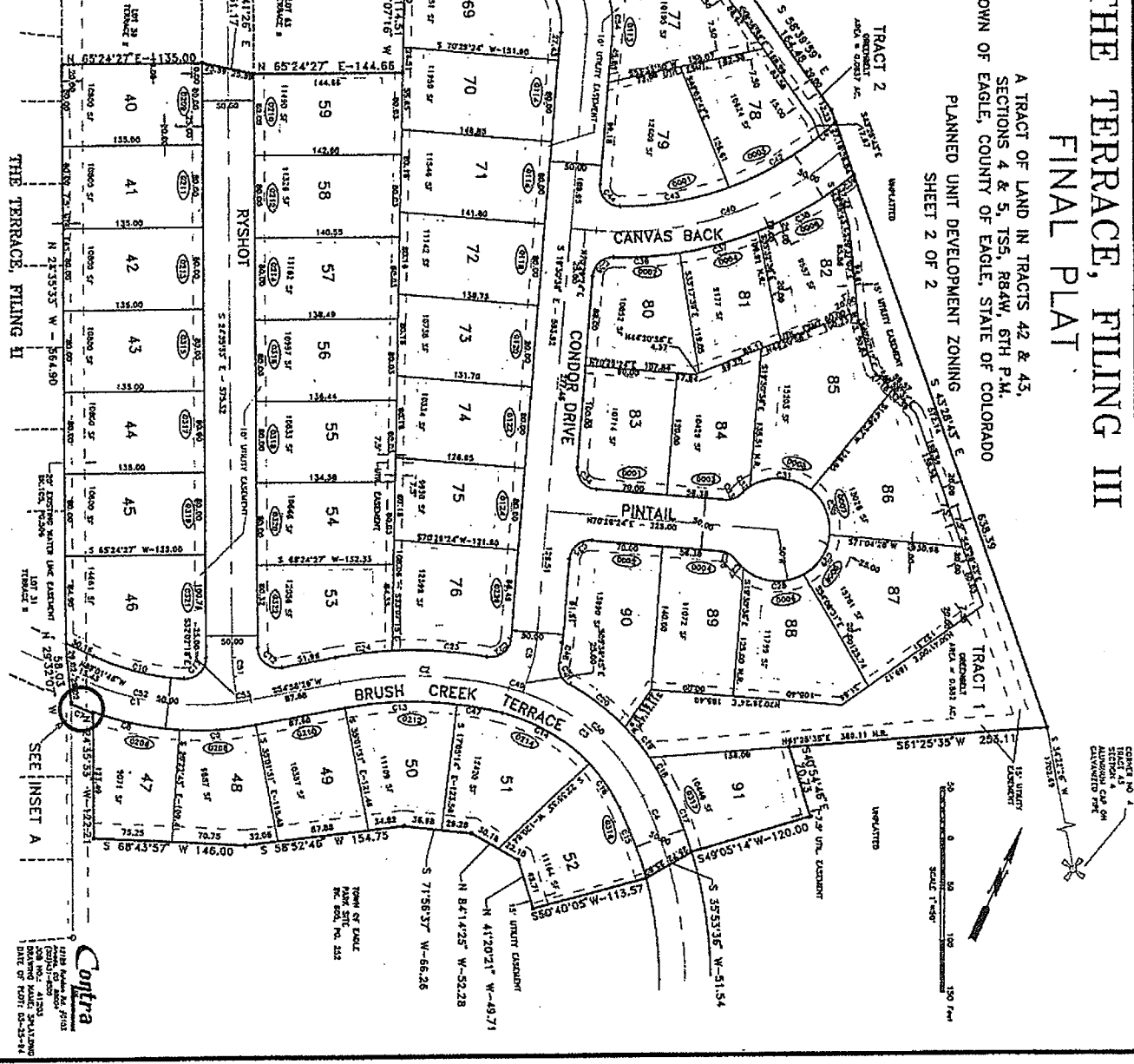
A TRACT OF LAND IN TRACTS 42 & 43,  
 SECTIONS 4 & 5, T5S, R84W, 6TH P.M.  
 TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO  
 PLANNED UNIT DEVELOPMENT ZONING  
 SHEET 2 OF 2

CURVE TABLE

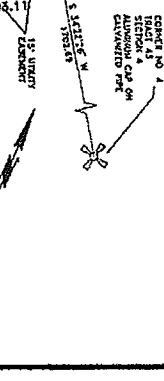
STATION	CHORD	ANGLE	CHORD	ANGLE	CHORD	ANGLE
1+00.00	100.00	90.00	100.00	90.00	100.00	90.00
1+10.00	100.00	90.00	100.00	90.00	100.00	90.00
1+20.00	100.00	90.00	100.00	90.00	100.00	90.00
1+30.00	100.00	90.00	100.00	90.00	100.00	90.00
1+40.00	100.00	90.00	100.00	90.00	100.00	90.00
1+50.00	100.00	90.00	100.00	90.00	100.00	90.00
1+60.00	100.00	90.00	100.00	90.00	100.00	90.00
1+70.00	100.00	90.00	100.00	90.00	100.00	90.00
1+80.00	100.00	90.00	100.00	90.00	100.00	90.00
1+90.00	100.00	90.00	100.00	90.00	100.00	90.00
2+00.00	200.00	180.00	200.00	180.00	200.00	180.00

CURVE TABLE

STATION	CHORD	ANGLE	CHORD	ANGLE	CHORD	ANGLE
1+00.00	100.00	90.00	100.00	90.00	100.00	90.00
1+10.00	100.00	90.00	100.00	90.00	100.00	90.00
1+20.00	100.00	90.00	100.00	90.00	100.00	90.00
1+30.00	100.00	90.00	100.00	90.00	100.00	90.00
1+40.00	100.00	90.00	100.00	90.00	100.00	90.00
1+50.00	100.00	90.00	100.00	90.00	100.00	90.00
1+60.00	100.00	90.00	100.00	90.00	100.00	90.00
1+70.00	100.00	90.00	100.00	90.00	100.00	90.00
1+80.00	100.00	90.00	100.00	90.00	100.00	90.00
1+90.00	100.00	90.00	100.00	90.00	100.00	90.00
2+00.00	200.00	180.00	200.00	180.00	200.00	180.00



**Contra**  
 ENGINEERS & ARCHITECTS  
 1500 W. 110TH AVE., SUITE 100  
 DENVER, CO 80231  
 PHONE: 753-1100  
 FAX: 753-1101  
 WWW.CONTRA-CO.COM



# THE TERRACE, FILING IV FINAL PLAT

## A TRACT OF LAND IN TRACTS 42 & 43, SECTIONS 4 & 5, T5S, R84W, 6TH P.M. TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO.

### ZONING SINGLE FAMILY DETACHED & MULTI-FAMILY SHEET 1 OF 2

- NOTES:
- 1) DATE OF RECORD: 1924
  - 2) NAME OF RECORD: THE TERRACE, FILING IV
  - 3) LOCATION: SECTION 4 AND 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH MERIDIAN, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO.
  - 4) THE PLAT WAS FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE ON 11/27/24.
  - 5) THE PLAT WAS FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE ON 11/27/24.
  - 6) THE PLAT WAS FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE ON 11/27/24.
  - 7) THE PLAT WAS FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE ON 11/27/24.
  - 8) THE PLAT WAS FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE ON 11/27/24.
  - 9) THE PLAT WAS FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE ON 11/27/24.

LAND USE SUMMARY

ACRES	1.21
FEET	121
SQUARE FEET	13,444
PERCENT	0.12
TOTAL	1,111

APPROVAL OF THIS PLAT CERTIFICATE & VICINITY MAP REQUIRED FOR RECORD.

#### SURVEYOR'S CERTIFICATE

I, LEONOR C. TRIPLE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE TRACT DESCRIBED THEREIN, AND THAT THE LOCATION AND BOUNDARIES OF THE TRACT, SHOWN ON THE PLAT, WERE DETERMINED BY ME AND UNDER MY SUPERVISION AND DIRECT CONTROL, AND THAT THE LOCATION AND BOUNDARIES OF THE TRACT, SHOWN ON THE PLAT, WERE DETERMINED BY ME AND UNDER MY SUPERVISION AND DIRECT CONTROL, AND THAT THE LOCATION AND BOUNDARIES OF THE TRACT, SHOWN ON THE PLAT, WERE DETERMINED BY ME AND UNDER MY SUPERVISION AND DIRECT CONTROL.

Recorded this 30th day of March, 1924, at Eagle, Colorado.

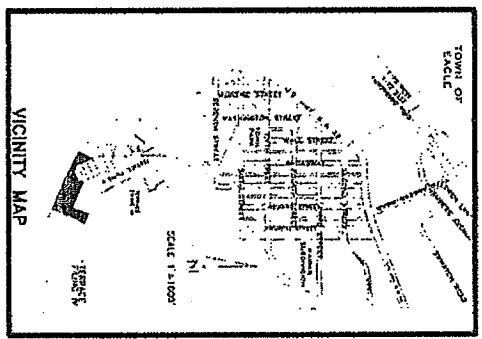
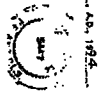
Leonor C. Triple, R.C.S. 1924

#### THE CERTIFICATE

This American Heritage Trust do hereby certify that I have examined the plat to the lands shown on the plat and that the same are in accordance with the original plat and that the same are in accordance with the original plat and that the same are in accordance with the original plat.

Dated this 22nd day of March, 1924.

*John S. Moring* Secretary



#### BOARD OF TRUSTEES CERTIFICATE

The Board of Trustees of the Town of Eagle, Colorado, do hereby certify that the above described tract is in accordance with the original plat and that the same are in accordance with the original plat and that the same are in accordance with the original plat.

Attest: *John S. Moring*, Secretary

*John S. Moring*, Secretary

#### CLERK AND RECORDERS CERTIFICATE

This plat was filed for record in the office of the County Clerk and Recorder of Eagle, Colorado, on this 27th day of November, 1924, and it was recorded in Book 13, Page 327.

*John S. Moring*, Secretary



#### CERTIFICATE OF BEMANCATION AND OWNERSHIP

THE PLAT ABOVE DESCRIBED, BEING A TRACT OF LAND IN TRACTS 42 & 43, SECTIONS 4 & 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH MERIDIAN, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO, IS HEREBY BEMANCIATED AND OWNERSHIP IS HEREBY CERTIFIED AS FOLLOWS:

1) A TRACT OF LAND IN TRACTS 42 & 43, SECTIONS 4 & 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH MERIDIAN, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO, IS HEREBY BEMANCIATED AND OWNERSHIP IS HEREBY CERTIFIED AS FOLLOWS:

1) A TRACT OF LAND IN TRACTS 42 & 43, SECTIONS 4 & 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH MERIDIAN, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO, IS HEREBY BEMANCIATED AND OWNERSHIP IS HEREBY CERTIFIED AS FOLLOWS:

1) A TRACT OF LAND IN TRACTS 42 & 43, SECTIONS 4 & 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH MERIDIAN, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO, IS HEREBY BEMANCIATED AND OWNERSHIP IS HEREBY CERTIFIED AS FOLLOWS:

1) A TRACT OF LAND IN TRACTS 42 & 43, SECTIONS 4 & 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH MERIDIAN, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO, IS HEREBY BEMANCIATED AND OWNERSHIP IS HEREBY CERTIFIED AS FOLLOWS:

1) A TRACT OF LAND IN TRACTS 42 & 43, SECTIONS 4 & 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH MERIDIAN, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO, IS HEREBY BEMANCIATED AND OWNERSHIP IS HEREBY CERTIFIED AS FOLLOWS:

1) A TRACT OF LAND IN TRACTS 42 & 43, SECTIONS 4 & 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH MERIDIAN, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO, IS HEREBY BEMANCIATED AND OWNERSHIP IS HEREBY CERTIFIED AS FOLLOWS:

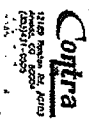
#### PLANNING COMMISSION CERTIFICATE

The Planning Commission of the Town of Eagle, Colorado, do hereby certify that the above described tract is in accordance with the original plat and that the same are in accordance with the original plat and that the same are in accordance with the original plat.

*John S. Moring*, Secretary

The Plat Approved by the Town of Eagle Planning Commission This 1st day of November, 1924.

*John S. Moring*, Secretary



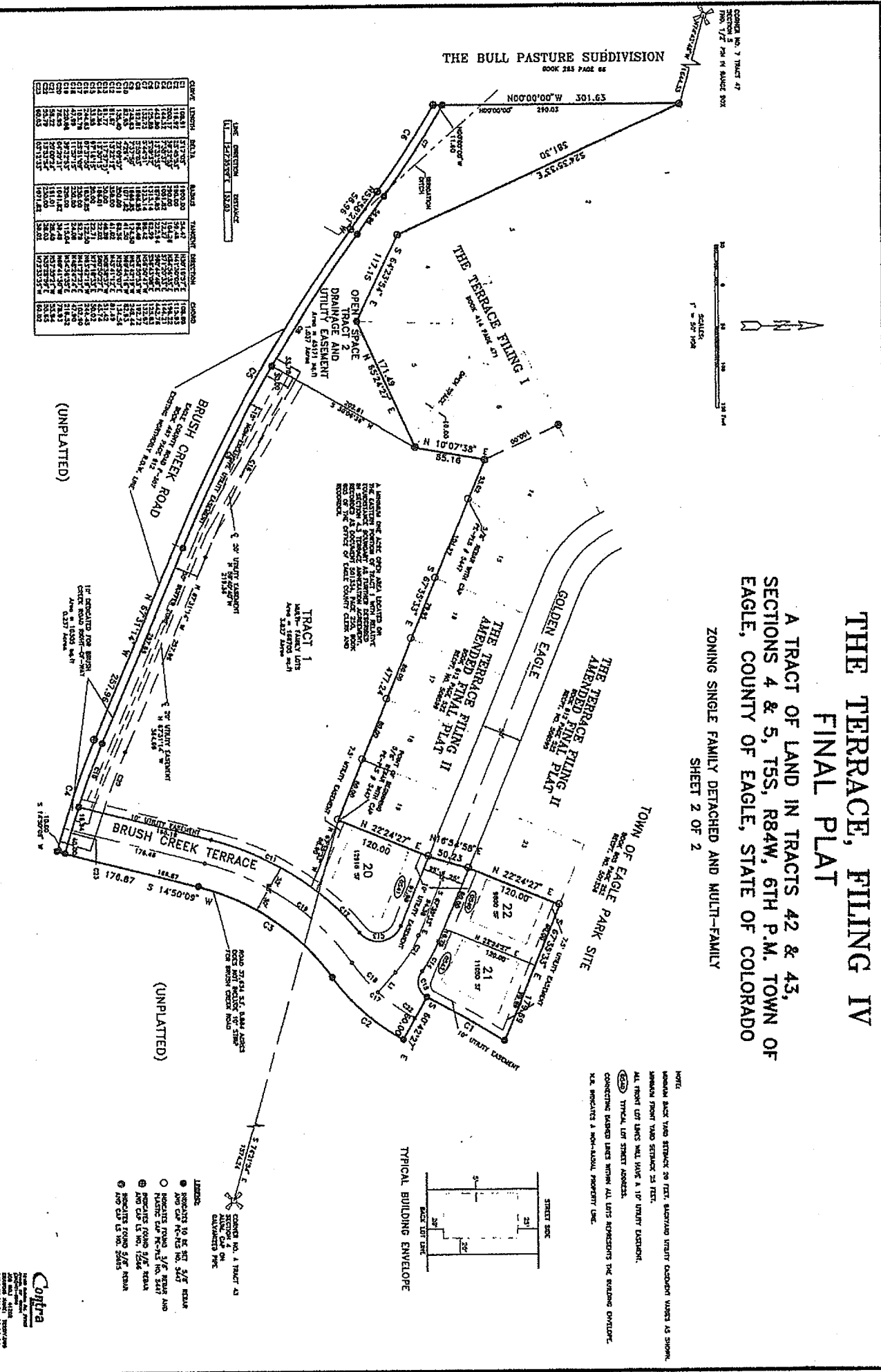


# THE TERRACE, FILING IV FINAL PLAT

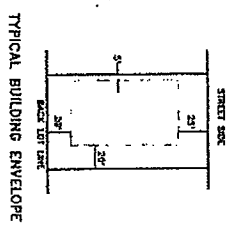
A TRACT OF LAND IN TRACTS 42 & 43,  
SECTIONS 4 & 5, T5S, R84W, 6TH P.M. TOWN OF  
EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

ZONING SINGLE FAMILY DETACHED AND MULTI-FAMILY  
SHEET 2 OF 2

TRACT	LENGTH	BREADTH	TOTAL AREA	PERCENT
1	184.91	171.07	31638.7	1.00
2	184.91	171.07	31638.7	1.00
3	184.91	171.07	31638.7	1.00
4	184.91	171.07	31638.7	1.00
5	184.91	171.07	31638.7	1.00
6	184.91	171.07	31638.7	1.00
7	184.91	171.07	31638.7	1.00
8	184.91	171.07	31638.7	1.00
9	184.91	171.07	31638.7	1.00
10	184.91	171.07	31638.7	1.00
11	184.91	171.07	31638.7	1.00
12	184.91	171.07	31638.7	1.00
13	184.91	171.07	31638.7	1.00
14	184.91	171.07	31638.7	1.00
15	184.91	171.07	31638.7	1.00
16	184.91	171.07	31638.7	1.00
17	184.91	171.07	31638.7	1.00
18	184.91	171.07	31638.7	1.00
19	184.91	171.07	31638.7	1.00
20	184.91	171.07	31638.7	1.00
21	184.91	171.07	31638.7	1.00
22	184.91	171.07	31638.7	1.00
23	184.91	171.07	31638.7	1.00
24	184.91	171.07	31638.7	1.00
25	184.91	171.07	31638.7	1.00
26	184.91	171.07	31638.7	1.00
27	184.91	171.07	31638.7	1.00
28	184.91	171.07	31638.7	1.00
29	184.91	171.07	31638.7	1.00
30	184.91	171.07	31638.7	1.00
31	184.91	171.07	31638.7	1.00
32	184.91	171.07	31638.7	1.00
33	184.91	171.07	31638.7	1.00
34	184.91	171.07	31638.7	1.00
35	184.91	171.07	31638.7	1.00
36	184.91	171.07	31638.7	1.00
37	184.91	171.07	31638.7	1.00
38	184.91	171.07	31638.7	1.00
39	184.91	171.07	31638.7	1.00
40	184.91	171.07	31638.7	1.00
41	184.91	171.07	31638.7	1.00
42	184.91	171.07	31638.7	1.00
43	184.91	171.07	31638.7	1.00



NOTES:  
 1. MINIMUM FRONT YARD SETBACK 20 FEET, SIDEYARD FRONTY EASEMENT VARIES AS SHOWN.  
 2. MINIMUM FRONT YARD SETBACK 25 FEET.  
 3. ALL FRONT LOT LINES SHALL HAVE A 10' FRONTY EASEMENT.  
 4. ALL FRONT LOT LINES SHALL HAVE A 10' FRONTY EASEMENT.  
 5. TYPICAL LOT STREET ADDRESS.  
 6. CONCRETE BARBER LINES WITHIN ALL LOTS REPRESENTS THE BARBER ENVELOPE.  
 7. N.E. INDICATES A NON-ADJACENT PROPERTY LINE.

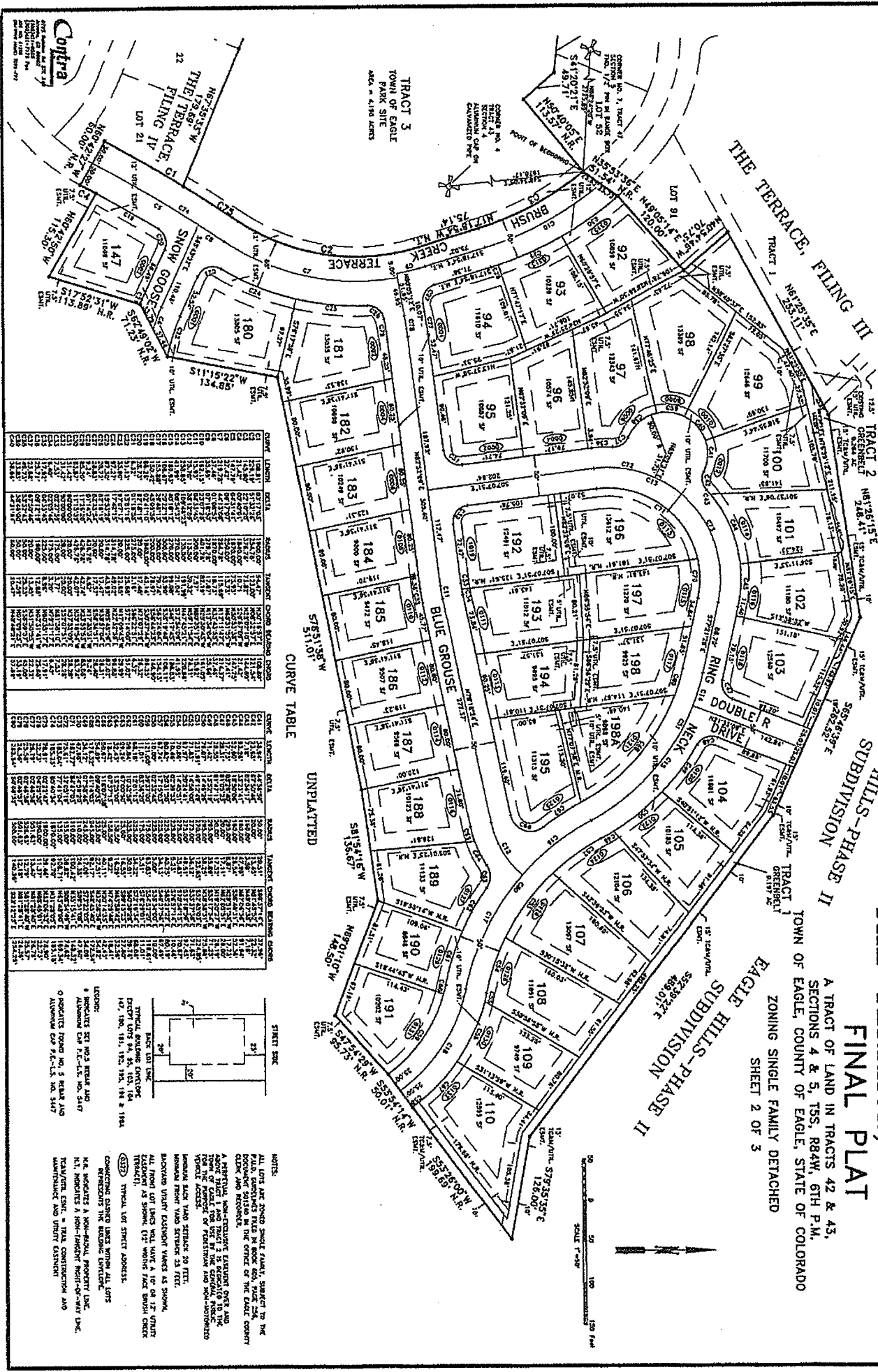


LEGEND:  
 ● PROPERTY TO BE SET ASIF RECORD  
 ○ PROPERTY FROM 3/17/2018 AND PLAT 10/17/2018  
 ⊕ PROPERTY FROM 3/17/2018 AND PLAT 10/17/2018  
 ⊙ PROPERTY FROM 3/17/2018 AND PLAT 10/17/2018  
 ⊙ PROPERTY FROM 3/17/2018 AND PLAT 10/17/2018



# THE TERRACE, FILING V FINAL PLAT

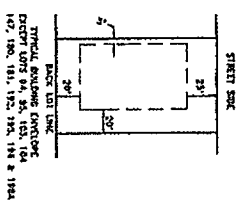
A TRACT OF LAND IN TRACTS 42 & 43,  
SECTIONS 4 & 5, T5S, R84W, 6TH P.M.,  
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO  
ZONING SINGLE FAMILY DETACHED  
SHEET 2 OF 3



CURVE TABLE

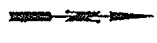
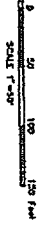
CHORD LENGTH	AREA	CHORD BEARING	CHORD BEARING CORRECTED
1.00	0.0000	0.0000	0.0000
1.01	0.0050	0.0050	0.0050
1.02	0.0100	0.0100	0.0100
1.03	0.0150	0.0150	0.0150
1.04	0.0200	0.0200	0.0200
1.05	0.0250	0.0250	0.0250
1.06	0.0300	0.0300	0.0300
1.07	0.0350	0.0350	0.0350
1.08	0.0400	0.0400	0.0400
1.09	0.0450	0.0450	0.0450
1.10	0.0500	0.0500	0.0500
1.11	0.0550	0.0550	0.0550
1.12	0.0600	0.0600	0.0600
1.13	0.0650	0.0650	0.0650
1.14	0.0700	0.0700	0.0700
1.15	0.0750	0.0750	0.0750
1.16	0.0800	0.0800	0.0800
1.17	0.0850	0.0850	0.0850
1.18	0.0900	0.0900	0.0900
1.19	0.0950	0.0950	0.0950
1.20	0.1000	0.1000	0.1000
1.21	0.1050	0.1050	0.1050
1.22	0.1100	0.1100	0.1100
1.23	0.1150	0.1150	0.1150
1.24	0.1200	0.1200	0.1200
1.25	0.1250	0.1250	0.1250
1.26	0.1300	0.1300	0.1300
1.27	0.1350	0.1350	0.1350
1.28	0.1400	0.1400	0.1400
1.29	0.1450	0.1450	0.1450
1.30	0.1500	0.1500	0.1500
1.31	0.1550	0.1550	0.1550
1.32	0.1600	0.1600	0.1600
1.33	0.1650	0.1650	0.1650
1.34	0.1700	0.1700	0.1700
1.35	0.1750	0.1750	0.1750
1.36	0.1800	0.1800	0.1800
1.37	0.1850	0.1850	0.1850
1.38	0.1900	0.1900	0.1900
1.39	0.1950	0.1950	0.1950
1.40	0.2000	0.2000	0.2000
1.41	0.2050	0.2050	0.2050
1.42	0.2100	0.2100	0.2100
1.43	0.2150	0.2150	0.2150
1.44	0.2200	0.2200	0.2200
1.45	0.2250	0.2250	0.2250
1.46	0.2300	0.2300	0.2300
1.47	0.2350	0.2350	0.2350
1.48	0.2400	0.2400	0.2400
1.49	0.2450	0.2450	0.2450
1.50	0.2500	0.2500	0.2500
1.51	0.2550	0.2550	0.2550
1.52	0.2600	0.2600	0.2600
1.53	0.2650	0.2650	0.2650
1.54	0.2700	0.2700	0.2700
1.55	0.2750	0.2750	0.2750
1.56	0.2800	0.2800	0.2800
1.57	0.2850	0.2850	0.2850
1.58	0.2900	0.2900	0.2900
1.59	0.2950	0.2950	0.2950
1.60	0.3000	0.3000	0.3000
1.61	0.3050	0.3050	0.3050
1.62	0.3100	0.3100	0.3100
1.63	0.3150	0.3150	0.3150
1.64	0.3200	0.3200	0.3200
1.65	0.3250	0.3250	0.3250
1.66	0.3300	0.3300	0.3300
1.67	0.3350	0.3350	0.3350
1.68	0.3400	0.3400	0.3400
1.69	0.3450	0.3450	0.3450
1.70	0.3500	0.3500	0.3500
1.71	0.3550	0.3550	0.3550
1.72	0.3600	0.3600	0.3600
1.73	0.3650	0.3650	0.3650
1.74	0.3700	0.3700	0.3700
1.75	0.3750	0.3750	0.3750
1.76	0.3800	0.3800	0.3800
1.77	0.3850	0.3850	0.3850
1.78	0.3900	0.3900	0.3900
1.79	0.3950	0.3950	0.3950
1.80	0.4000	0.4000	0.4000
1.81	0.4050	0.4050	0.4050
1.82	0.4100	0.4100	0.4100
1.83	0.4150	0.4150	0.4150
1.84	0.4200	0.4200	0.4200
1.85	0.4250	0.4250	0.4250
1.86	0.4300	0.4300	0.4300
1.87	0.4350	0.4350	0.4350
1.88	0.4400	0.4400	0.4400
1.89	0.4450	0.4450	0.4450
1.90	0.4500	0.4500	0.4500
1.91	0.4550	0.4550	0.4550
1.92	0.4600	0.4600	0.4600
1.93	0.4650	0.4650	0.4650
1.94	0.4700	0.4700	0.4700
1.95	0.4750	0.4750	0.4750
1.96	0.4800	0.4800	0.4800
1.97	0.4850	0.4850	0.4850
1.98	0.4900	0.4900	0.4900
1.99	0.4950	0.4950	0.4950
2.00	0.5000	0.5000	0.5000

UNPLATTED



LEGEND:  
 \* INDICATES SET BACKS AND  
 ALUMINUM CAR P.C.-L.S. NO. 5417  
 O INDICATES TYPICAL LOT  
 ALUMINUM CAR P.C.-L.S. NO. 5417

NOTES:  
 ALL LOTS ARE ZONED SINGLE FAMILY, SUBJECT TO THE  
 PLAT CONDITIONS FILED IN BOOK 500, PAGE 228,  
 RECORDS AND RECORDS.  
 A FURTHER NON-CONFORMANCE EXISTING FOR ANY  
 LOT IS THE RESULT OF THE ORIGINAL PLAT AND  
 IS NOT THE RESULT OF THIS PLAT. THE ORIGINAL  
 PLAT IS ON FILE IN THE OFFICE OF THE COUNTY  
 CLERK.  
 GENERAL SURVEY STRUCK 30 FEET.  
 ALL FRONT LOT LINES WILL HAVE A 1' OR 8' 12" CURVE  
 RADIUS UNLESS OTHERWISE SHOWN.  
 UNPLATTED LOT LINES ARE SHOWN.  
 (C) TYPICAL LOT STREET ADDRESS.  
 CONSTRUCTION LINES WITHIN ALL LOTS  
 REPRESENTS THE RECORD SURVEY.  
 \* INDICATES A NON-ADJACENT PROPERTY LINE.  
 \* INDICATES A NON-ADJACENT RIGHT-OF-WAY LINE.  
 \* INDICATES A TIA CONSTRUCTION AND  
 MAINTENANCE AND UTILITY EXISTING



Contra  
 10000 E. 1st Ave. Suite 200  
 Denver, CO 80231  
 303.733.1111  
 303.733.1112

TRACT 3  
 TOWN OF EAGLE  
 PARK SITE  
 A.C. = 4.18 ACRES

SECTION NO. 4  
 T1S, R84W, 6TH P.M.  
 ALUMINUM CAR OR  
 ALUMINUM CAR OR  
 ALUMINUM CAR OR

TRACT 2  
 181°28'15"E  
 248.41'

EAGLE HILLS-PHASE II  
 SUBDIVISION

EAGLE HILLS-PHASE II  
 SUBDIVISION

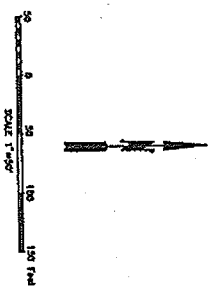
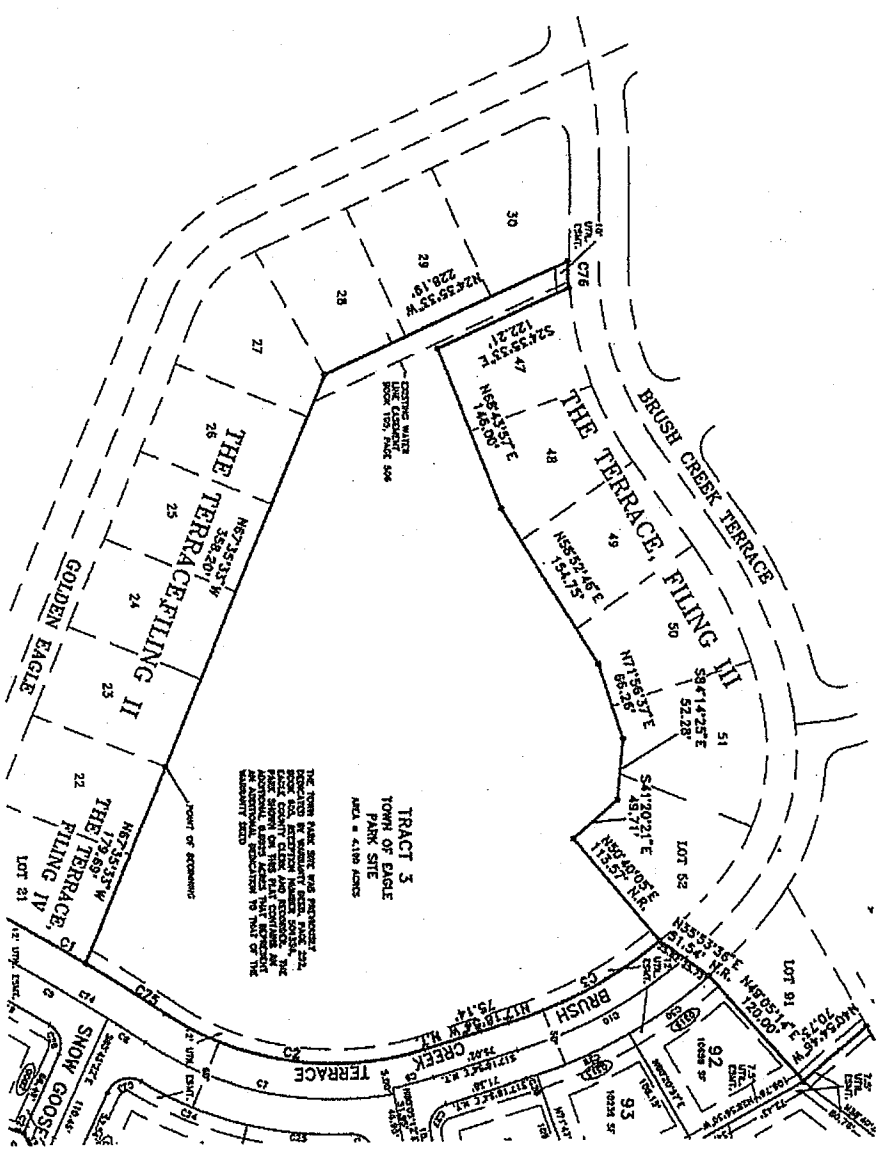
THE TERRACE, FILING III

THE TERRACE, FILING IV  
 LOT 21  
 17°28'35"W  
 175.28'

SNOW GOOSE  
 147  
 180  
 181  
 182  
 183  
 184  
 185  
 186  
 187  
 188  
 189  
 190  
 191  
 192  
 193  
 194  
 195  
 196  
 197  
 198  
 199  
 200

# THE TERRACE, FILING V FINAL PLAT

A TRACT OF LAND IN TRACTS 42 & 43,  
SECTIONS 4 & 5, T5S, R84W, 6TH P.M.  
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO  
ZONING SINGLE FAMILY DETACHED  
SHEET 3 OF 3



**Contra**

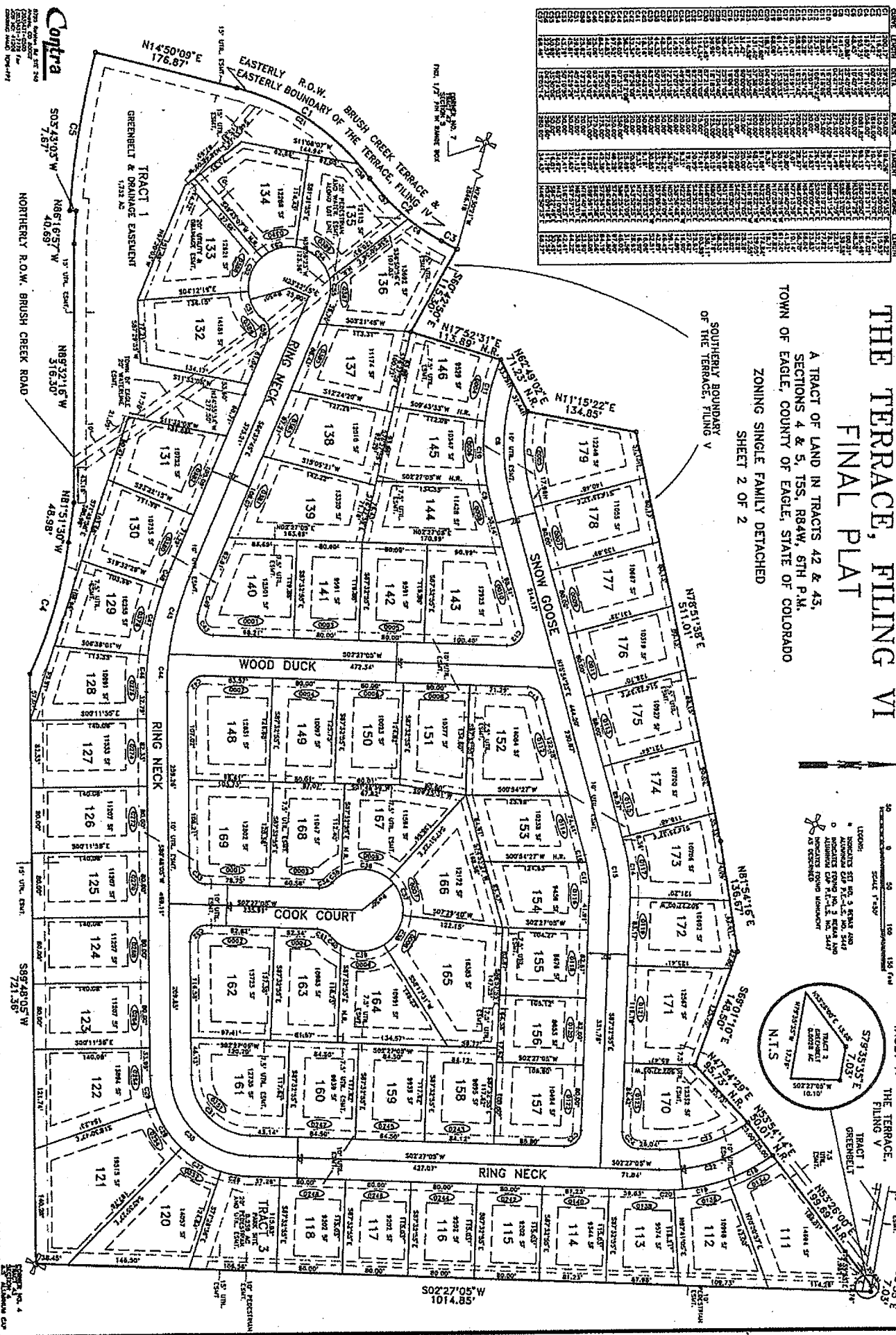
7700 E. South Street  
Suite 200  
Denver, CO 80231  
Phone: 303.757.2300  
Fax: 303.757.2301  
www.contra.com



# THE TERRACE, FILING VI FINAL PLAT

A TRACT OF LAND IN TRACTS 42 & 43,  
SECTIONS 4 & 5, 15S, R84W, 6TH P.M.,  
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO  
ZONING SINGLE FAMILY DETACHED  
SHEET 2 OF 2

SECTION	AREA (AC)	AREA (SQ FT)	PERCENT
1	1.00	136,327.36	100.00
2	1.00	136,327.36	100.00
3	1.00	136,327.36	100.00
4	1.00	136,327.36	100.00
5	1.00	136,327.36	100.00
6	1.00	136,327.36	100.00
7	1.00	136,327.36	100.00
8	1.00	136,327.36	100.00
9	1.00	136,327.36	100.00
10	1.00	136,327.36	100.00
11	1.00	136,327.36	100.00
12	1.00	136,327.36	100.00
13	1.00	136,327.36	100.00
14	1.00	136,327.36	100.00
15	1.00	136,327.36	100.00
16	1.00	136,327.36	100.00
17	1.00	136,327.36	100.00
18	1.00	136,327.36	100.00
19	1.00	136,327.36	100.00
20	1.00	136,327.36	100.00
21	1.00	136,327.36	100.00
22	1.00	136,327.36	100.00
23	1.00	136,327.36	100.00
24	1.00	136,327.36	100.00
25	1.00	136,327.36	100.00
26	1.00	136,327.36	100.00
27	1.00	136,327.36	100.00
28	1.00	136,327.36	100.00
29	1.00	136,327.36	100.00
30	1.00	136,327.36	100.00
31	1.00	136,327.36	100.00
32	1.00	136,327.36	100.00
33	1.00	136,327.36	100.00
34	1.00	136,327.36	100.00
35	1.00	136,327.36	100.00
36	1.00	136,327.36	100.00
37	1.00	136,327.36	100.00
38	1.00	136,327.36	100.00
39	1.00	136,327.36	100.00
40	1.00	136,327.36	100.00
41	1.00	136,327.36	100.00
42	1.00	136,327.36	100.00
43	1.00	136,327.36	100.00
44	1.00	136,327.36	100.00
45	1.00	136,327.36	100.00
46	1.00	136,327.36	100.00
47	1.00	136,327.36	100.00
48	1.00	136,327.36	100.00
49	1.00	136,327.36	100.00
50	1.00	136,327.36	100.00
51	1.00	136,327.36	100.00
52	1.00	136,327.36	100.00
53	1.00	136,327.36	100.00
54	1.00	136,327.36	100.00
55	1.00	136,327.36	100.00
56	1.00	136,327.36	100.00
57	1.00	136,327.36	100.00
58	1.00	136,327.36	100.00
59	1.00	136,327.36	100.00
60	1.00	136,327.36	100.00
61	1.00	136,327.36	100.00
62	1.00	136,327.36	100.00
63	1.00	136,327.36	100.00
64	1.00	136,327.36	100.00
65	1.00	136,327.36	100.00
66	1.00	136,327.36	100.00
67	1.00	136,327.36	100.00
68	1.00	136,327.36	100.00
69	1.00	136,327.36	100.00
70	1.00	136,327.36	100.00
71	1.00	136,327.36	100.00
72	1.00	136,327.36	100.00
73	1.00	136,327.36	100.00
74	1.00	136,327.36	100.00
75	1.00	136,327.36	100.00
76	1.00	136,327.36	100.00
77	1.00	136,327.36	100.00
78	1.00	136,327.36	100.00
79	1.00	136,327.36	100.00
80	1.00	136,327.36	100.00
81	1.00	136,327.36	100.00
82	1.00	136,327.36	100.00
83	1.00	136,327.36	100.00
84	1.00	136,327.36	100.00
85	1.00	136,327.36	100.00
86	1.00	136,327.36	100.00
87	1.00	136,327.36	100.00
88	1.00	136,327.36	100.00
89	1.00	136,327.36	100.00
90	1.00	136,327.36	100.00
91	1.00	136,327.36	100.00
92	1.00	136,327.36	100.00
93	1.00	136,327.36	100.00
94	1.00	136,327.36	100.00
95	1.00	136,327.36	100.00
96	1.00	136,327.36	100.00
97	1.00	136,327.36	100.00
98	1.00	136,327.36	100.00
99	1.00	136,327.36	100.00
100	1.00	136,327.36	100.00



**Contra**  
 1000 W. 10th St. Suite 300  
 Denver, CO 80202  
 Phone: 303.733.1111  
 Fax: 303.733.1112  
 Website: www.contra.com

PLAT NO. 4  
 FILED IN DENVER CO.

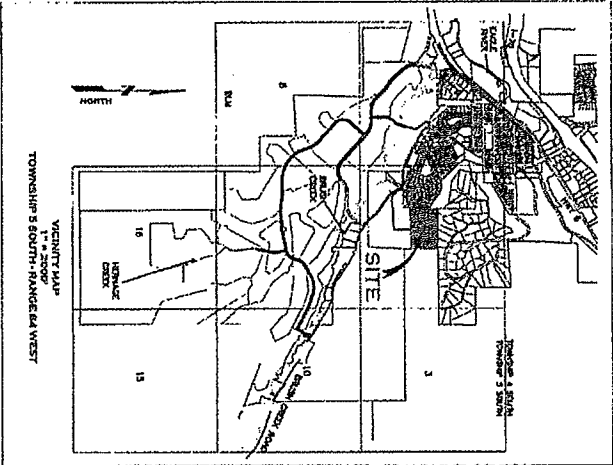
**FINAL PLAT**  
**THE TERRACE, FILING VI**  
**LOTS 111 THROUGH 118**  
 A RESUBDIVISION OF LOTS 111 THROUGH 118, THE TERRACE, FILING VI, AND A PART OF TRACT 38  
 IN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE SIXTH P.M.,  
 TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

THE UNDERSIGNED, Michael Field and Julie Ann Field, Owners and Deputies, have caused to be prepared and recorded this Final Plat of Resubdivision of Lots 111 through 118, The Terrace, Filing VI, and a part of Tract 38, Section 4, Township 5 South, Range 84 West of the Sixth P.M., Town of Eagle, County of Eagle, State of Colorado, and hereby make the following covenants and grants:

1. That although the Final Plat of Resubdivision of Lots 111 through 118, The Terrace, Filing VI, and a part of Tract 38, Section 4, Township 5 South, Range 84 West of the Sixth P.M., Town of Eagle, County of Eagle, State of Colorado, and hereby make the following covenants and grants:

2. That the Final Plat of Resubdivision of Lots 111 through 118, The Terrace, Filing VI, and a part of Tract 38, Section 4, Township 5 South, Range 84 West of the Sixth P.M., Town of Eagle, County of Eagle, State of Colorado, and hereby make the following covenants and grants:

3. That the Final Plat of Resubdivision of Lots 111 through 118, The Terrace, Filing VI, and a part of Tract 38, Section 4, Township 5 South, Range 84 West of the Sixth P.M., Town of Eagle, County of Eagle, State of Colorado, and hereby make the following covenants and grants:



**OWNER:** Michael Field and Julie Ann Field  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**OWNER:** [Name]  
 Known and Beloved to all  
 By: *[Signature]*  
 Notary Public

**Archibque Land Consulting, Ltd**  
 - Professional Land Surveying & Mapping -  
 1401 East 2nd Street, Suite 200  
 Fort Collins, Colorado 80504  
 970.238.6920 Office 970.238.6921 Fax

REVISIONS:

NO.	DATE	DESCRIPTION
1	03-26-08	TIA

**THE TERRACE, FILING VI**  
 LOTS 111 THROUGH 118  
 A RESUBDIVISION OF LOTS 111 THROUGH 118, THE TERRACE, FILING VI, AND A PART OF TRACT 38, SECTION 4, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE SIXTH P.M., TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

DATE: 03-26-08  
 BY: [Signature]  
 TITLE: [Title]

BOARD OF PUBLIC UTILITIES

This Agreement is the final agreement between the Board of Public Utilities and the Applicant regarding the proposed construction of a water supply system for the City of Eagle, Colorado. The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement. The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement. The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.



Witness my hand and the Seal of the Board of Public Utilities, Eagle, Colorado, this 11th day of August, 2010.

By: *[Signature]*  
Mayor  
By: *[Signature]*  
City Clerk

PLANNING COMMISSION CERTIFICATE

This Plan approved by the Board of Public Utilities, Eagle, Colorado, on August 11, 2010.

FINAL PLAN  
THE TERRACE, FILING VI  
LOTS 111 THROUGH 118  
A RESUBDIVISION OF LOTS 111 THROUGH 118, THE TERRACE, FILING VI, AND A PART OF TRACT 38  
IN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE SIXTH P.M.  
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

NOTES

- 1) The purpose of this Final Plan is to divide the property shown on the attached plat into lots for the purpose of sale, lease, or otherwise.
- 2) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 3) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 4) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 5) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 6) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 7) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 8) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 9) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 10) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 11) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 12) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 13) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 14) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 15) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 16) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 17) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 18) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 19) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.
- 20) The Applicant has agreed to provide a water supply system for the City of Eagle, Colorado, in accordance with the terms and conditions set forth in this Agreement.

Archbogue Land Consulting, Ltd  
Professional Land Surveying & Mapping  
185 Central Street, Suite 5 - P.O. Box 2883  
Eagle, Colorado 81631  
370.278.6838 OFFICE 970.228.6221 FAX

PARCEL	AREA	LAND USE	ADJACENT
LOT 111	6.00 ACRES	SUBDIVISION	WEST SIDE
LOT 112	6.00 ACRES	SUBDIVISION	WEST SIDE
LOT 113	6.00 ACRES	SUBDIVISION	WEST SIDE
LOT 114	6.00 ACRES	SUBDIVISION	WEST SIDE
LOT 115	6.00 ACRES	SUBDIVISION	WEST SIDE
LOT 116	6.00 ACRES	SUBDIVISION	WEST SIDE
LOT 117	6.00 ACRES	SUBDIVISION	WEST SIDE
LOT 118	6.00 ACRES	SUBDIVISION	WEST SIDE
TRACT A, 3160 ACRES	3160 ACRES	OPEN SPACE	500 RESILI CENTER ROAD

CERTIFICATE OF FILING  
I, the undersigned, being duly sworn, certify that the foregoing is a true and correct copy of the original of the above described plat as the same was filed in the office of the County Clerk of Eagle, Colorado, on this 11th day of August, 2010.

Notary Public for the State of Colorado  
Eagle, Colorado



Notary Public for the State of Colorado  
Eagle, Colorado

THE TERRACE, FILING VI  
LOTS 111 THROUGH 118

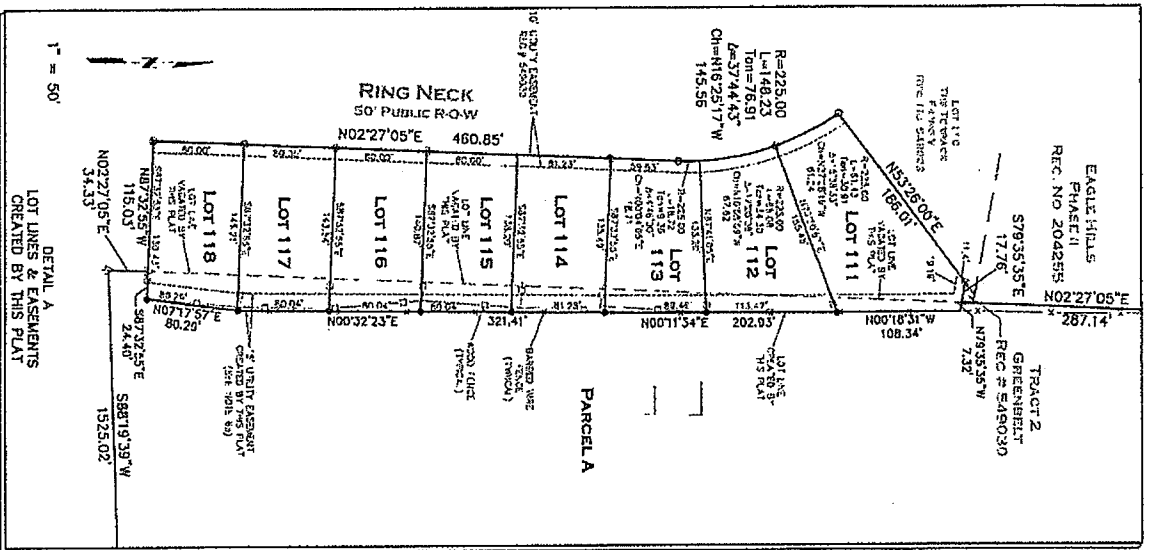
Form 111 (Revised 11/10) THE TERRACE, FILING VI, AND A PART OF TRACT 38, AMENDMENT 4, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE SIXTH P.M., EAGLE, COLORADO. Form of a State Government Record, State of Colorado.

DATE	2010	FILE NO.	00032	RECORDING AGENCY	COCLERK
BOOK	2	PAGE	3	DATE	08-26-08
CLASSIFICATION	T/A				



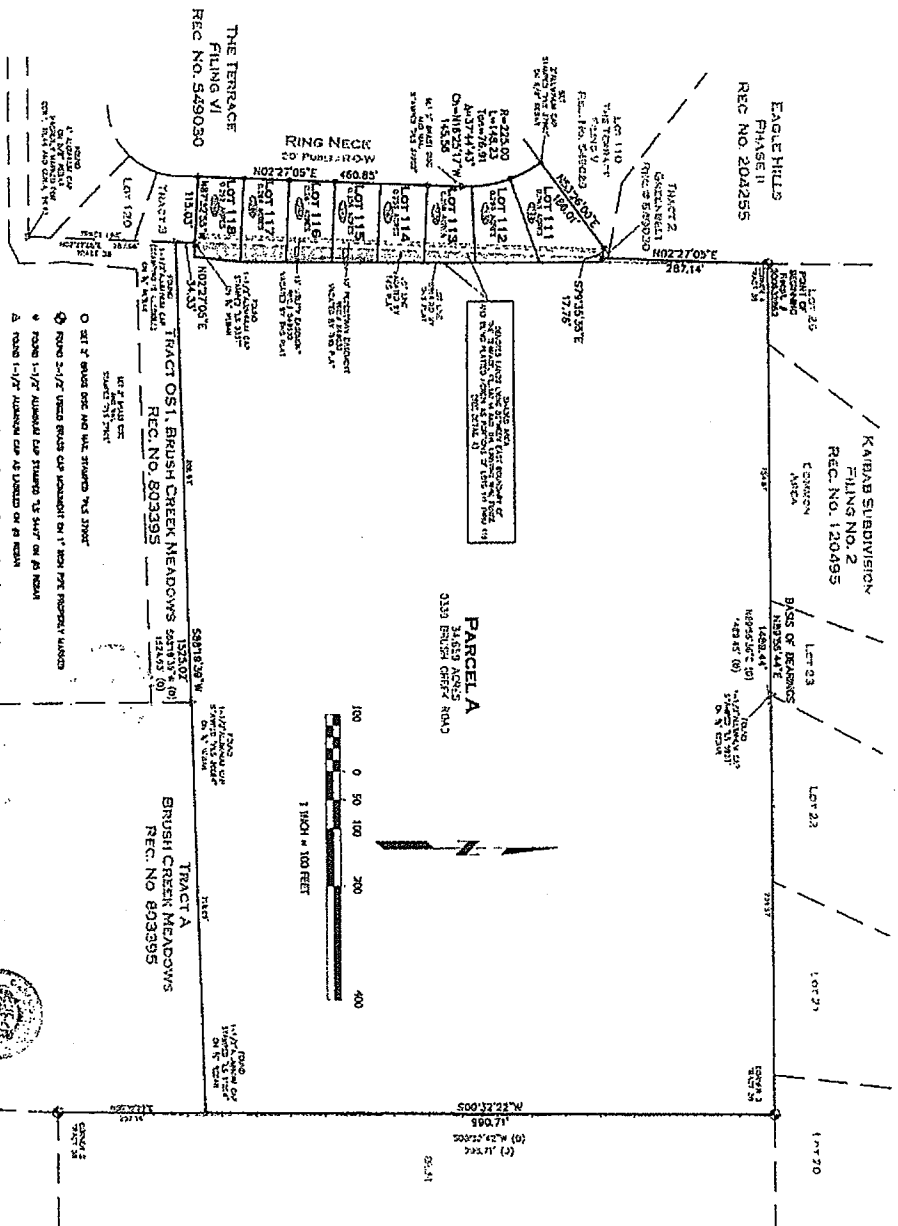
**FINAL PLAT**  
**THE TERRACE, FILING VI**  
**LOTS 111 THROUGH 118**

A RESUBDIVISION OF LOTS 111 THROUGH 118, THE TERRACE, FILING VI, AND A PART OF TRACT 38  
 IN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE SIXTH P.M.  
 TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO



DETAIL A  
 LOT LINES & EASEMENTS  
 CREATED BY THIS PLAT

NOTICE: Applicant is advised that the plat contains a subdivision of land and that the plat is subject to the provisions of the Colorado Subdivision Map Act, C.R.S. 38-1-101 through 38-1-109. The plat is subject to the provisions of the Colorado Subdivision Map Act, C.R.S. 38-1-101 through 38-1-109. The plat is subject to the provisions of the Colorado Subdivision Map Act, C.R.S. 38-1-101 through 38-1-109.



Archibque Land Consulting, Ltd  
 -Professional Land Surveying & Mapping-  
 187 Central Street, Suite 210, Fort Collins, CO 80521  
 Telephone: 970-221-1111  
 Fax: 970-221-1112

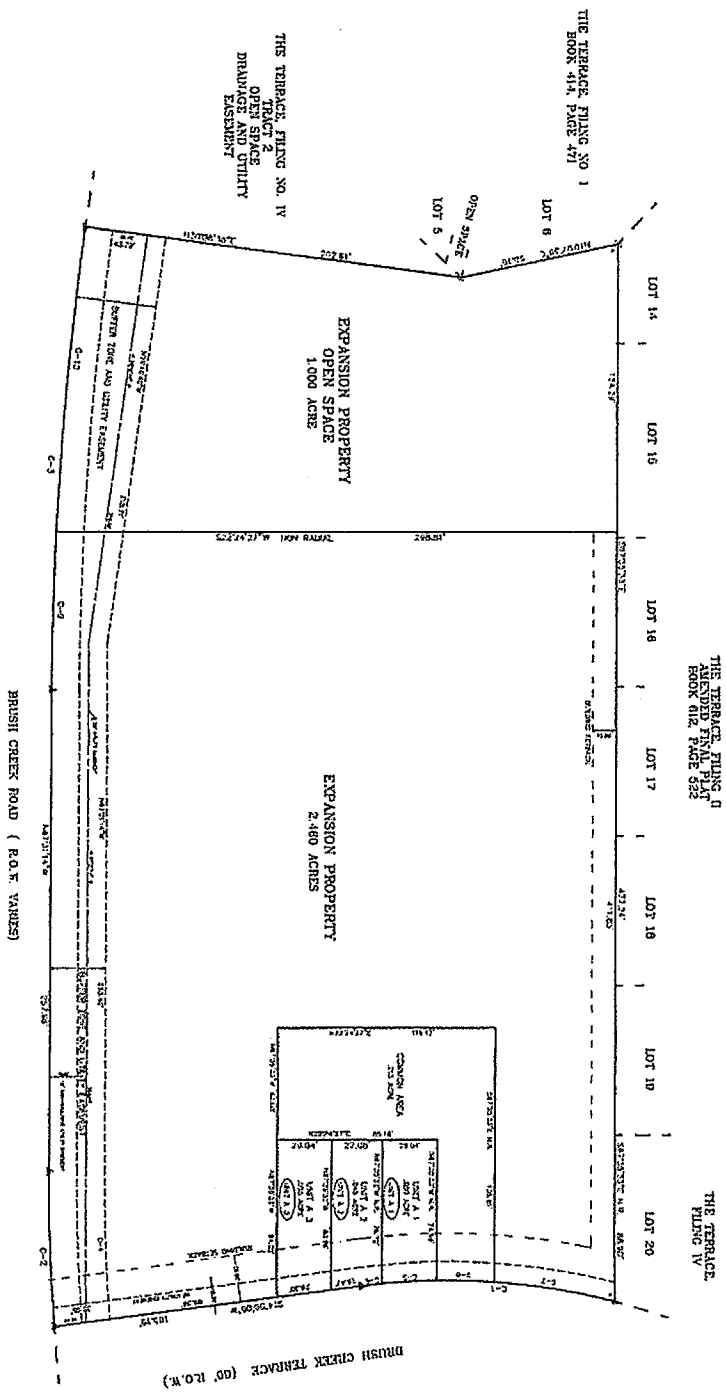
DATE	BY	REVISION
08-26-08	DJS	08052
08-26-08	DJS	08052
08-26-08	DJS	08052

THE TERRACE, FILING VI  
 LOTS 111 THROUGH 118  
 A RESUBDIVISION OF LOTS 111 THROUGH 118, THE TERRACE, FILING VI, AND A PART OF TRACT 38  
 IN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE SIXTH P.M.  
 TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO  
 DATE: 08-26-08  
 BY: DJS  
 REVISION: 08052  
 SHEET: 3 OF 3





**FINAL PLAT**  
**PINON VALLEY TOWNHOMES**  
 A RESUBDIVISION OF TRACT 1, THE TERRACE, FILING IV  
 TOWN OF EAGLE, EAGLE COUNTY, COLORADO



- NOTES:
1. DATE OF PLAT: SEPTEMBER, 1983.
  2. DATE OF RECORD: THE PLAT IS RECORDED ON THE 22ND DAY OF SEPTEMBER, 1983.
  3. THIS PLAN IS A REVISION TO THE ORIGINAL PLAN FILED FOR RECORD ON APRIL 15, 1983.
  4. THE AREA SHOWN AS 'EXPANSION PROPERTY OPEN SPACE' WILL BE USED AS STATED IN THE INSTRUMENT AND THE EXPANSION PROPERTY'S PERMANENT OR FUTURE DEVELOPMENT WILL BE AS SHOWN ON THIS PLAT.
  5. THE PLAT IS VALID IN ACCORDANCE WITH THE PROVISIONS OF SECTION 38-101, C.R.S.

NO.	DESCRIPTION	AREA (ACRES)	SHAPE	PERMITS	COMMENTS
1	EXPANSION PROPERTY	2.460	RECTANGULAR	1983	2.460 ACRES
2	EXPANSION PROPERTY OPEN SPACE	1.000	RECTANGULAR	1983	1.000 ACRES
3	LOT 14	0.150	RECTANGULAR	1983	0.150 ACRES
4	LOT 15	0.150	RECTANGULAR	1983	0.150 ACRES
5	LOT 16	0.150	RECTANGULAR	1983	0.150 ACRES
6	LOT 17	0.150	RECTANGULAR	1983	0.150 ACRES
7	LOT 18	0.150	RECTANGULAR	1983	0.150 ACRES
8	LOT 19	0.150	RECTANGULAR	1983	0.150 ACRES
9	LOT 20	0.150	RECTANGULAR	1983	0.150 ACRES
10	EXPANSION PROPERTY (OPEN SPACE)	1.000	RECTANGULAR	1983	1.000 ACRES
11	EXPANSION PROPERTY	2.460	RECTANGULAR	1983	2.460 ACRES
12	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
13	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
14	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
15	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
16	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
17	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
18	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
19	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
20	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
21	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
22	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
23	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
24	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
25	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
26	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
27	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
28	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
29	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
30	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
31	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
32	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
33	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
34	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
35	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
36	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
37	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
38	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
39	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
40	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
41	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
42	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
43	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
44	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
45	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
46	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
47	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
48	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
49	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES
50	EXPANSION PROPERTY	1.000	RECTANGULAR	1983	1.000 ACRES

- LEGEND
- BOUNDARY POINT OF GREAT & ALTERNATE CURVES
  - POINTS FOUND BY BEAM & ALTERNATE CURVE
  - ▲ POINTS SET BY BEAM & ALTERNATE CURVE
  - ✱ BOUNDARY POINT OF GREAT & ALTERNATE CURVE
  - BOUNDARY POINT (ADJUSTED) BY GREAT CURVE METHOD

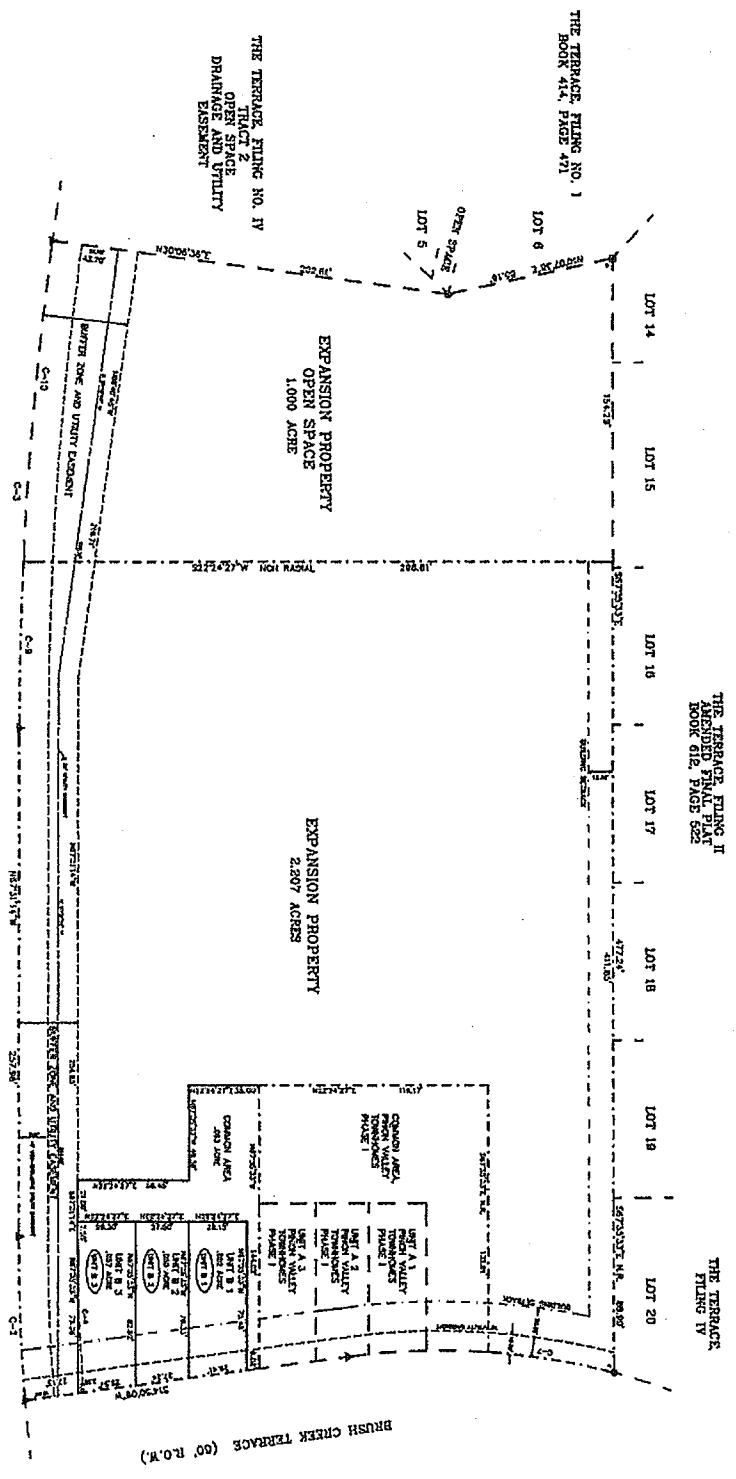
SCALE: 1" = 30'

**SSE** SURVEILLING SERVICES & ENGINEERS  
 4000 S. IOWA ST., DENVER, CO 80202  
 A SUBDIVISION OF TRACT 1, THE TERRACE, FILING IV, TOWN OF EAGLE, EAGLE COUNTY, COLORADO

DATE	1983
BY	...
CHECKED	...
APPROVED	...



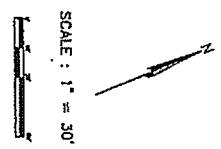
**FINAL PLAT**  
**PIÑON VALLEY TOWNHOMES PHASE II**  
 A RESUBDIVISION OF EXPANSION PROPERTY, PIÑON VALLEY TOWNHOMES PHASE I,  
 TOWN OF EAGLE, EAGLE COUNTY, COLORADO



- NOTES:**
1. DATE OF SURVEY: NOVEMBER, 1994.
  2. BASIS OF RECORDS: THE PLATTED RECORD OF N 87°33'37" W BENCH MARK WITH ALUMINUM CAP PLS 5 5447 AT THE SOUTHWEST CORNER OF LOT 15, 200' FROM THE EAST LINE OF THE TERRACE FILING NO. 1, BOOK 414, PAGE 471, THE EAST LINE OF LOT 14 & THE TERRACE FILING NO. 1 MONUMENTS ARE SHOWN WITH ".
  3. CONDUITS: NOTES TO CONDUITS RECORDED 3-27-93 FOR THE TERRACE FILING NO. 1 AT BOOK 604, PAGE 206 OF THE EAGLE COUNTY RECORDS.
  4. CONDUITS: NOTES TO CONDUITS RECORDED 10-24-94 FOR THE PIÑON VALLEY TOWNHOMES PHASE I AT BOOK 674, PAGE 224, RECORD NO. 075229 OF THE EAGLE COUNTY RECORDS.
  5. THE RECORD EXISTENT AND NOT REPRODUCED IS BASED ON FIRST AMERICAN RECORD THAT CANNOT BE OPEN SPACE.
  6. THE AREA SHOWN AS TOWNHOMES PROPERTY OPEN SPACE WILL BE USED AS STATED IN UNIT A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z AND THE COMMON AREA AS SHOWN ON THE PLAT BECAUSE A VESTED PROPERTY RIGHT PRESENT TO THE PIÑON VALLEY TOWNHOMES PHASE I.
  7. APPROVAL OF THIS PLAT BECAUSE A VESTED PROPERTY RIGHT PRESENT TO THE PIÑON VALLEY TOWNHOMES PHASE I.
  8. UNIT A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z AND THE COMMON AREA AS SHOWN ON THE PLAT BECAUSE A VESTED PROPERTY RIGHT PRESENT TO THE PIÑON VALLEY TOWNHOMES PHASE I.
  9. RECORD NO. 1090 IN BOOK 674 AT PAGE 227 OF THE EAGLE COUNTY RECORDS.

UNIT	ACRES	LENGTH	WIDTH	AREA	REMARKS
UNIT A	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT B	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT C	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT D	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT E	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT F	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT G	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT H	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT I	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT J	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT K	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT L	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT M	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT N	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT O	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT P	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT Q	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT R	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT S	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT T	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT U	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT V	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT W	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT X	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT Y	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
UNIT Z	1.000	100.00	100.00	10,000.00	ONE DWELLING UNIT
COMMON AREA	1,000			10,000.00	COMMON AREA
EXPANSION PROPERTY	1,000			10,000.00	EXPANSION PROPERTY
EXPANSION PROPERTY OPEN SPACE	1,000			10,000.00	EXPANSION PROPERTY OPEN SPACE
TOTAL	2,297			22,970.00	TOTAL

- LEGEND:**
- INDICATES FOUND BY FIELD & ALUMINUM CAP PLS 5 5447
  - ⊙ INDICATES FOUND BY FIELD & ALUMINUM CAP PLS 70955
  - ▲ INDICATES FOUND BY FIELD & ALUMINUM CAP PLS 30084
  - INDICATES FOUND BY FIELD & ALUMINUM CAP PLS 17568
  - INDICATES UNIT ADDRESS AT 510 BRUSH
  - INDICATES SUBDIVISION BOUNDARY
  - INDICATES ADJACENT LOTS



© VICTORIAN SURVEYING & ENGINEERING

**SSE** SURVEYING & ENGINEERING & DEVELOPMENT

1414 W. 144th Ave. & Commerce Ave., Suite 201, Littleton, Colorado 80120

PIÑON VALLEY TOWNHOMES PHASE II  
 A RESUBDIVISION OF EXPANSION PROPERTY,  
 TOWN OF EAGLE, EAGLE COUNTY, COLORADO

DATE: 03/25/95

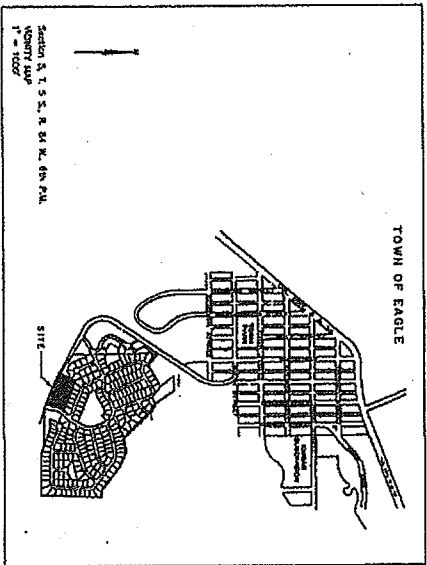
SCALE: 1" = 30'

FILE NO. 03-007





FINAL PLAT  
PINON VALLEY TOWNHOMES PHASE IV  
A RESUBDIVISION OF EXPANSION PROPERTY PINON VALLEY TOWNHOMES PHASE III,  
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO



GENERAL OF EXPANSION AND SUBDIVISION  
The City, State, and Federal Governments, and the County of Eagle, Colorado, do hereby certify that the above plat of subdivision is in accordance with the provisions of the laws of the State of Colorado, and the County of Eagle, Colorado, and that the same has been duly recorded in the office of the County Clerk, County of Eagle, Colorado, on this 27th day of May, 1997.

RECORDED IN BOOK 297E  
PAGE 107  
MAY 27 1997  
COUNTY OF EAGLE

STATE OF COLORADO  
COUNTY OF EAGLE  
I, the County Clerk of the County of Eagle, Colorado, do hereby certify that the above plat of subdivision is in accordance with the provisions of the laws of the State of Colorado, and the County of Eagle, Colorado, and that the same has been duly recorded in the office of the County Clerk, County of Eagle, Colorado, on this 27th day of May, 1997.

Whereas my hand and official seal  
*Janet Spitzer*  
COUNTY CLERK

PREPARED BY ARCHITECT'S CERTIFICATE

Architect's Certificate  
I, the undersigned, do hereby certify that I have prepared the above plat of subdivision in accordance with the provisions of the laws of the State of Colorado, and the County of Eagle, Colorado, and that the same has been duly recorded in the office of the County Clerk, County of Eagle, Colorado, on this 27th day of May, 1997.

STATE OF COLORADO  
COUNTY OF EAGLE  
I, the undersigned, do hereby certify that I have prepared the above plat of subdivision in accordance with the provisions of the laws of the State of Colorado, and the County of Eagle, Colorado, and that the same has been duly recorded in the office of the County Clerk, County of Eagle, Colorado, on this 27th day of May, 1997.



Whereas my hand and official seal  
*Robert J. ...*

FILE CERTIFICATE

File Certificate  
I, the undersigned, do hereby certify that I have prepared the above plat of subdivision in accordance with the provisions of the laws of the State of Colorado, and the County of Eagle, Colorado, and that the same has been duly recorded in the office of the County Clerk, County of Eagle, Colorado, on this 27th day of May, 1997.

RECORDED IN BOOK 297E  
PAGE 107  
MAY 27 1997  
COUNTY OF EAGLE

Whereas my hand and seal of the Town of Eagle, Colorado,  
*Robert J. ...*  
TOWN CLERK



PLANNING COMMISSION CERTIFICATE

Planning Commission Certificate  
The Planning Commission of the Town of Eagle, Colorado, do hereby certify that the above plat of subdivision is in accordance with the provisions of the laws of the State of Colorado, and the County of Eagle, Colorado, and that the same has been duly recorded in the office of the County Clerk, County of Eagle, Colorado, on this 27th day of May, 1997.

RECORDED IN BOOK 297E  
PAGE 107  
MAY 27 1997  
COUNTY OF EAGLE

Table with 4 columns: FIELD NO., AREA, DATE, and COMMENTS. It contains data for various lots and areas within the subdivision.

APPROVAL OF THE PLAT CREATES A SEVERE PROPERTY  
RIGHT PRESIDENT TO SECTION 24-66-101, C.A.S.

STATE OF COLORADO  
COUNTY OF EAGLE  
I, the undersigned, do hereby certify that I have prepared the above plat of subdivision in accordance with the provisions of the laws of the State of Colorado, and the County of Eagle, Colorado, and that the same has been duly recorded in the office of the County Clerk, County of Eagle, Colorado, on this 27th day of May, 1997.

PLANNING COMMISSION CERTIFICATE

Planning Commission Certificate  
The Planning Commission of the Town of Eagle, Colorado, do hereby certify that the above plat of subdivision is in accordance with the provisions of the laws of the State of Colorado, and the County of Eagle, Colorado, and that the same has been duly recorded in the office of the County Clerk, County of Eagle, Colorado, on this 27th day of May, 1997.

RECORDED IN BOOK 297E  
PAGE 107  
MAY 27 1997  
COUNTY OF EAGLE

Whereas my hand and seal of the Town of Eagle, Colorado,  
*Robert J. ...*  
TOWN CLERK







**FINAL PLAT**  
**PINON VALLEY TOWNHOMES PHASE V**  
**A RESUBDIVISION OF EXPANSION PROPERTY, PINON VALLEY TOWNHOMES PHASE IV,**  
**TOWN OF EAGLE, COLORADO COUNTY OF EAGLE, STATE OF COLORADO**

**CERTIFICATE OF INCORPORATION AND CONSENT**

That the a certain Corporation (the said entity) is the owner of all land and property described as follows:

**EXPANSION PROPERTY, PINON VALLEY TOWNHOMES PHASE IV,**  
**TOWN OF EAGLE, COLORADO COUNTY OF EAGLE,**  
**STATE OF COLORADO**  
 as shown on the plat of said property, in Book 722 of Page 448 of the Eagle County Records, and containing 1203 acres, more or less.

Here by those persons lawfully qualified and authorized the same this 14th day of August 1977, do hereby certify that the same are:

**PINON VALLEY TOWNHOMES PHASE V**

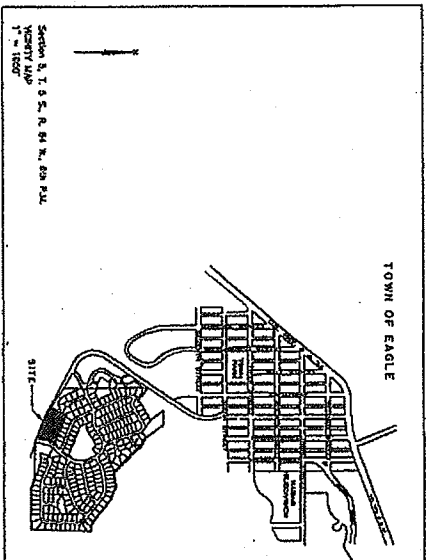
RECORDED IN 162 day of October 1977

STATE OF COLORADO }  
 COUNTY OF EAGLE }

The foregoing Certificate of Incorporation and Consent was acknowledged before me by the undersigned on this 14th day of August 1977.

My commission expires: 8/14/1980

Witness my hand and official seal.



**DEPARTMENT OF REVENUE'S CERTIFICATE**

That the said plat was duly filed in the office of the Department of Revenue, State of Colorado, on this 14th day of August 1977, and that the same are in compliance with the provisions of the laws of the State of Colorado relating to the recording of plats of land.

By [Signature]  
 Director of Revenue

STATE OF COLORADO }  
 COUNTY OF EAGLE }

The foregoing was acknowledged before me this 14th day of August 1977.

My commission expires: 8/14/1980

Witness my hand and official seal.



**THE CONTRACT**

The said plat was duly filed in the office of the Department of Revenue, State of Colorado, on this 14th day of August 1977, and that the same are in compliance with the provisions of the laws of the State of Colorado relating to the recording of plats of land.

By [Signature]  
 Director of Revenue

RECORDED IN 162 day of October 1977

**DEPARTMENT OF REVENUE'S CERTIFICATE**

That the said plat was duly filed in the office of the Department of Revenue, State of Colorado, on this 14th day of August 1977, and that the same are in compliance with the provisions of the laws of the State of Colorado relating to the recording of plats of land.

By [Signature]  
 Director of Revenue

**DEPARTMENT OF REVENUE'S CERTIFICATE**

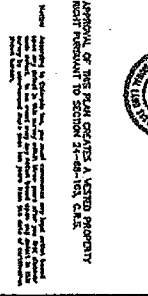
That the said plat was duly filed in the office of the Department of Revenue, State of Colorado, on this 14th day of August 1977, and that the same are in compliance with the provisions of the laws of the State of Colorado relating to the recording of plats of land.

By [Signature]  
 Director of Revenue

**SSE** Standard Surveyors & Engineers  
 1000 North Lincoln Street, Suite 100  
 Denver, Colorado 80202  
 Phone: 733-1111

1. PINON VALLEY TOWNHOMES PHASE V  
 2. A RESUBDIVISION OF EXPANSION PROPERTY, PINON VALLEY TOWNHOMES PHASE IV,  
 TOWN OF EAGLE, COLORADO COUNTY OF EAGLE,  
 STATE OF COLORADO

DATE: 10/10/77  
 BY: [Signature]  
 TITLE: [Title]

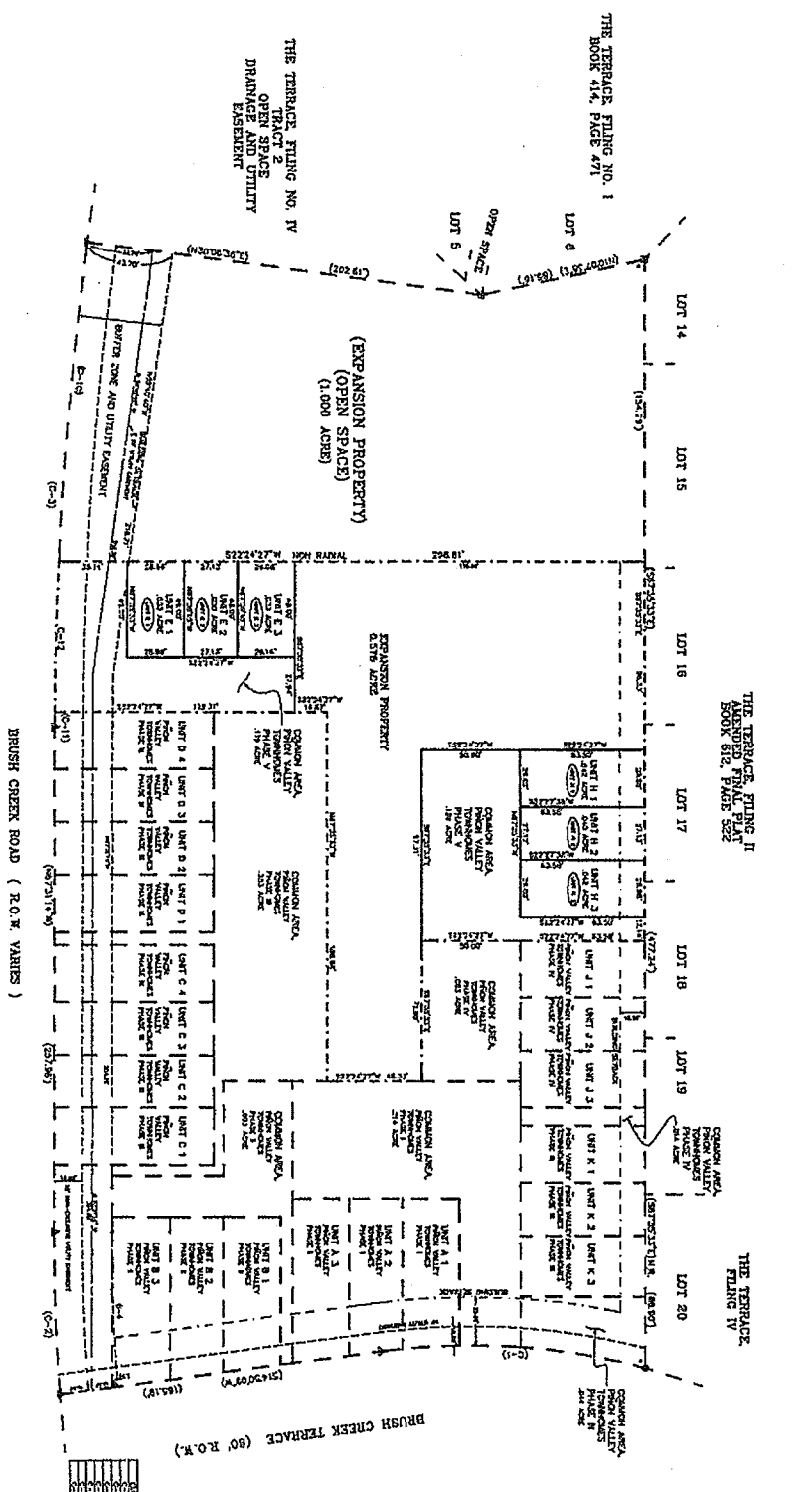


**APPROVAL OF THIS PLAT GRANTS A UNITED PROPERTY RIGHT PURSUANT TO SECTION 31-68-104, C.R.S.**

By [Signature]  
 Richard E. [Name]  
 Director of Revenue



FINAL PLAT  
PINON VALLEY TOWNHOMES PHASE V  
A RESUBDIVISION OF EXPANSION PROPERTY, PINON VALLEY TOWNHOMES PHASE IV,  
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO



- NOTES**
- DATE OF SHEET, JUNE, 1971.
  - NAME OF RESUBDIVISION: THE EXPANSION PROPERTY OF PINON VALLEY TOWNHOMES PHASE V, A RESUBDIVISION OF EXPANSION PROPERTY, PINON VALLEY TOWNHOMES PHASE IV, BOOK 414, PAGE 491. THE SHEET IS SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - CONVEYANCE: SETS IN SEVERAL RECORDS, RECORDS 12831, 12832, 12833, 12834, 12835, 12836, 12837, 12838, 12839, 12840, 12841, 12842, 12843, 12844, 12845, 12846, 12847, 12848, 12849, 12850, 12851, 12852, 12853, 12854, 12855, 12856, 12857, 12858, 12859, 12860, 12861, 12862, 12863, 12864, 12865, 12866, 12867, 12868, 12869, 12870, 12871, 12872, 12873, 12874, 12875, 12876, 12877, 12878, 12879, 12880, 12881, 12882, 12883, 12884, 12885, 12886, 12887, 12888, 12889, 12890, 12891, 12892, 12893, 12894, 12895, 12896, 12897, 12898, 12899, 12900, 12901, 12902, 12903, 12904, 12905, 12906, 12907, 12908, 12909, 12910, 12911, 12912, 12913, 12914, 12915, 12916, 12917, 12918, 12919, 12920, 12921, 12922, 12923, 12924, 12925, 12926, 12927, 12928, 12929, 12930, 12931, 12932, 12933, 12934, 12935, 12936, 12937, 12938, 12939, 12940, 12941, 12942, 12943, 12944, 12945, 12946, 12947, 12948, 12949, 12950, 12951, 12952, 12953, 12954, 12955, 12956, 12957, 12958, 12959, 12960, 12961, 12962, 12963, 12964, 12965, 12966, 12967, 12968, 12969, 12970, 12971, 12972, 12973, 12974, 12975, 12976, 12977, 12978, 12979, 12980, 12981, 12982, 12983, 12984, 12985, 12986, 12987, 12988, 12989, 12990, 12991, 12992, 12993, 12994, 12995, 12996, 12997, 12998, 12999, 13000.
  - CONVEYANCE: SETS IN SEVERAL RECORDS, RECORDS 12831, 12832, 12833, 12834, 12835, 12836, 12837, 12838, 12839, 12840, 12841, 12842, 12843, 12844, 12845, 12846, 12847, 12848, 12849, 12850, 12851, 12852, 12853, 12854, 12855, 12856, 12857, 12858, 12859, 12860, 12861, 12862, 12863, 12864, 12865, 12866, 12867, 12868, 12869, 12870, 12871, 12872, 12873, 12874, 12875, 12876, 12877, 12878, 12879, 12880, 12881, 12882, 12883, 12884, 12885, 12886, 12887, 12888, 12889, 12890, 12891, 12892, 12893, 12894, 12895, 12896, 12897, 12898, 12899, 12900, 12901, 12902, 12903, 12904, 12905, 12906, 12907, 12908, 12909, 12910, 12911, 12912, 12913, 12914, 12915, 12916, 12917, 12918, 12919, 12920, 12921, 12922, 12923, 12924, 12925, 12926, 12927, 12928, 12929, 12930, 12931, 12932, 12933, 12934, 12935, 12936, 12937, 12938, 12939, 12940, 12941, 12942, 12943, 12944, 12945, 12946, 12947, 12948, 12949, 12950, 12951, 12952, 12953, 12954, 12955, 12956, 12957, 12958, 12959, 12960, 12961, 12962, 12963, 12964, 12965, 12966, 12967, 12968, 12969, 12970, 12971, 12972, 12973, 12974, 12975, 12976, 12977, 12978, 12979, 12980, 12981, 12982, 12983, 12984, 12985, 12986, 12987, 12988, 12989, 12990, 12991, 12992, 12993, 12994, 12995, 12996, 12997, 12998, 12999, 13000.

- NOTES**
- UNIT A.1, A.2, A.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT B.1, B.2, B.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT C.1, C.2, C.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT D.1, D.2, D.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT E.1, E.2, E.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT F.1, F.2, F.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT G.1, G.2, G.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT H.1, H.2, H.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT I.1, I.2, I.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT J.1, J.2, J.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT K.1, K.2, K.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT L.1, L.2, L.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT M.1, M.2, M.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT N.1, N.2, N.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT O.1, O.2, O.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT P.1, P.2, P.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT Q.1, Q.2, Q.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT R.1, R.2, R.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT S.1, S.2, S.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT T.1, T.2, T.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT U.1, U.2, U.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT V.1, V.2, V.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT W.1, W.2, W.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT X.1, X.2, X.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT Y.1, Y.2, Y.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.
  - UNIT Z.1, Z.2, Z.3, AND THE 20% OPEN COMMON AREA, AS HEREON SHOWN, ARE SUBJECT TO THE REVISIONS AND AMENDMENTS SET FORTH IN THE ATTACHED RECORDS.

LEGEND

- INDICATES FOUND AS NOTED & ALUMINUM CAP P.C.-IS 3447
- INDICATES FOUND AS NOTED & ALUMINUM CAP P.C. 32895
- INDICATES FOUND AS NOTED & ALUMINUM CAP P.C. 32884
- INDICATES FOUND AS NOTED & ALUMINUM CAP IS 17504
- NEGATIVE UNIT ADDRESS AT 510 BRUSH
- OPEN SPACE
- INDICATES SUBDIVISION BOUNDARY
- INDICATES ADJOINING LOTS

UNIT	DATE	REVISION
UNIT 1.1	1971	REVISION 1
UNIT 1.2	1971	REVISION 1
UNIT 1.3	1971	REVISION 1
UNIT 2.1	1971	REVISION 1
UNIT 2.2	1971	REVISION 1
UNIT 2.3	1971	REVISION 1
UNIT 3.1	1971	REVISION 1
UNIT 3.2	1971	REVISION 1
UNIT 3.3	1971	REVISION 1
UNIT 4.1	1971	REVISION 1
UNIT 4.2	1971	REVISION 1
UNIT 4.3	1971	REVISION 1
UNIT 5.1	1971	REVISION 1
UNIT 5.2	1971	REVISION 1
UNIT 5.3	1971	REVISION 1
UNIT 6.1	1971	REVISION 1
UNIT 6.2	1971	REVISION 1
UNIT 6.3	1971	REVISION 1
UNIT 7.1	1971	REVISION 1
UNIT 7.2	1971	REVISION 1
UNIT 7.3	1971	REVISION 1
UNIT 8.1	1971	REVISION 1
UNIT 8.2	1971	REVISION 1
UNIT 8.3	1971	REVISION 1
UNIT 9.1	1971	REVISION 1
UNIT 9.2	1971	REVISION 1
UNIT 9.3	1971	REVISION 1
UNIT 10.1	1971	REVISION 1
UNIT 10.2	1971	REVISION 1
UNIT 10.3	1971	REVISION 1

**SSE** Standard Surveying & Engineering  
INCORPORATED  
1000 14TH AVENUE, SUITE 100  
DENVER, COLORADO 80202  
PHONE: 333-1234  
FAX: 333-5678  
DATE: 01/01/71  
BY: [Signature]

**FINAL PLAT**  
**PIÑON VALLEY TOWNHOMES PHASE VI**  
**A RESUBDIVISION OF EXPANSION PROPERTY, PIÑON VALLEY TOWNHOMES PHASE V**  
**AND EXPANSION PROPERTY OPEN SPACE, PIÑON VALLEY TOWNHOMES PHASE I,**  
**TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO**

**DECLARATION OF INTENTION AND AGREEMENT**

That, the Colorado Commission, the sole owner(s) is the creator of that land and property described as follows:

**EXPANSION PROPERTY, PIÑON VALLEY TOWNHOMES PHASE V,**  
**TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO,**  
in Book 174 of Page 457 of the Book of Grants, Records, and Documents of the County of Eagle, State of Colorado, to be known as **EXPANSION PROPERTY, PIÑON VALLEY TOWNHOMES PHASE V,**

is being granted, sold, placed and subdivided for the same time and when as shown on the plat and depicts the same as

By the Town of Eagle, County of Eagle, State of Colorado, and do hereby grant, convey, release and sell most to the Town of Eagle, County of Eagle, State of Colorado, the entire improvement shown hereon for utility purposes only. The said improvement is the subdivision of the **PIÑON VALLEY TOWNHOMES PHASE V** and **EXPANSION PROPERTY, PIÑON VALLEY TOWNHOMES PHASE I**, and hereby grant the portion in the block on the plat which is subject to the public easement shown hereon for utility purposes only, to be known as **EXPANSION PROPERTY, PIÑON VALLEY TOWNHOMES PHASE V,** and **EXPANSION PROPERTY, PIÑON VALLEY TOWNHOMES PHASE I,** and hereby grant the portion in the block on the plat which is subject to the public easement shown hereon for utility purposes only, to be known as **EXPANSION PROPERTY, PIÑON VALLEY TOWNHOMES PHASE V,** and **EXPANSION PROPERTY, PIÑON VALLEY TOWNHOMES PHASE I,** to be known as **EXPANSION PROPERTY, PIÑON VALLEY TOWNHOMES PHASE V,** and **EXPANSION PROPERTY, PIÑON VALLEY TOWNHOMES PHASE I,** as shown on the plat and depicted the same time and when as shown on the plat and depicts the same as

RECORDED IN \_\_\_\_\_ OF THE COUNTY OF \_\_\_\_\_, COLORADO, ON \_\_\_\_\_ 1984

BY: *Michael J. Powell*  
Mayor, Town of Eagle

By: *[Signature]*  
City of Eagle, Colorado

STATE OF COLORADO }  
COUNTY OF EAGLE }

The foregoing plat of subdivision and conveyance was acknowledged before me in full and free knowledge and intention of the parties by the City of Eagle, Colorado, and the Town of Eagle, Colorado, on the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

My commission expires: *5-6-84*

Witness my hand and official seal *[Signature]*

**ACKNOWLEDGEMENT OF RECEIPT OF PROCEEDS**

That, the undersigned, being the holder and owner of a promissory note secured by a deed in trust, dated and recorded in the Public Records of the State of Colorado, to be known as **EXPANSION PROPERTY, PIÑON VALLEY TOWNHOMES PHASE V,** and **EXPANSION PROPERTY, PIÑON VALLEY TOWNHOMES PHASE I,** and do hereby acknowledge the receipt of the proceeds of the sale of the said property, as shown on the plat and depicted the same time and when as shown on the plat and depicts the same as

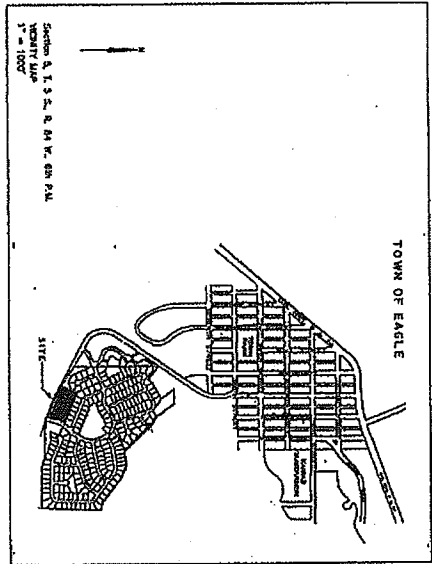
By: *[Signature]*  
Mayor, Town of Eagle

STATE OF COLORADO }  
COUNTY OF EAGLE }

The foregoing was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by \_\_\_\_\_ of the County of Eagle, Colorado, and the Town of Eagle, Colorado, on the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

My commission expires: *5/12/1988*

Witness my hand and official seal *[Signature]*



**PLANNING COMMISSION RESOLUTION**  
This plan submitted by the Board of Trustees of the Town of Eagle, Colorado, for the subordination of the plat of subdivision, is hereby approved by the Planning Commission of the Town of Eagle, Colorado, on the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

By: *[Signature]*  
Chairman

**BOARD OF TRUSTEES RESOLUTION**

This plat submitted by the Board of Trustees of the Town of Eagle, Colorado, for the subordination of the plat of subdivision, is hereby approved by the Board of Trustees of the Town of Eagle, Colorado, on the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

By: *[Signature]*  
Mayor

**DECLARATION OF INTENTION AND AGREEMENT**

That, the undersigned, as owner of the real property shown on the plat and depicted the same as

By: *[Signature]*  
Mayor, Town of Eagle

By: *[Signature]*  
City of Eagle, Colorado

RECORDED IN \_\_\_\_\_ OF THE COUNTY OF \_\_\_\_\_, COLORADO, ON \_\_\_\_\_ 1984

BY: *[Signature]*  
City of Eagle, Colorado

**PLANNING COMMISSION RESOLUTION**  
This plan submitted by the Board of Trustees of the Town of Eagle, Colorado, for the subordination of the plat of subdivision, is hereby approved by the Planning Commission of the Town of Eagle, Colorado, on the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

By: *[Signature]*  
Chairman

**BOARD OF TRUSTEES RESOLUTION**

This plat submitted by the Board of Trustees of the Town of Eagle, Colorado, for the subordination of the plat of subdivision, is hereby approved by the Board of Trustees of the Town of Eagle, Colorado, on the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

By: *[Signature]*  
Mayor

**SSE** Subdividers Surveys & Engineers  
1111 North 1st Street  
Eagle, Colorado 81631  
303-832-1111  
FAX: 303-832-1112

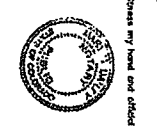
APPROVAL OF THIS PLAN CREATES A UNITED PROPERTY RIGHT PURSUANT TO SECTION 24-60-101, C.R.S.

By: *[Signature]*  
Mayor, Town of Eagle

By: *[Signature]*  
City of Eagle, Colorado

RECORDED IN \_\_\_\_\_ OF THE COUNTY OF \_\_\_\_\_, COLORADO, ON \_\_\_\_\_ 1984

BOOK	PAGE	DATE	BY	BY





ORDINANCE NO. 20  
(Series of 1995)

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, APPROVING A  
RESUBDIVISION OF TRACT 1, THE TERRACE, FILING IV, TOWN OF  
EAGLE, COUNTY OF EAGLE, STATE OF COLORADO.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,  
COLORADO:

Section 1. That the Board of Trustees of the Town of Eagle, Colorado, following study and public hearing as required by law, approves the resubdivision of Tract 1, The Terrace, Filing IV, Town of Eagle, County of Eagle, State of Colorado into six (6) parcels as further described on the Final Plat of Pinon Valley Townhomes, Phase I, A Resubdivision of Tract 1, The Terrace, Filing IV, Town of Eagle, Eagle County, Colorado.

Section 2. That the Board of Trustees of the Town of Eagle, Colorado, hereby accepts for public use the dedication of the utility easements as shown on the Final Plat of the above-described resubdivision.

Section 3. The division of property, which shall hereinafter be known and described Pinon Valley Townhomes Phase I, A Resubdivision of Tract 1, The Terrace, Filing IV, Town of Eagle, County of Eagle, State of Colorado.

Section 4. The owner shall provide, as required by Section 4.12.010(C)(7) of the Eagle Municipal Code, a certificate from an attorney licensed to practice law in the State of Colorado, or a title insurance company licensed to do business in this State, on the Final Plat. This certificate shall show that the title to all land shown on the Plat as being dedicated to the public for any public purpose, including but not limited to easements, is vested in the owner free and clear of all liens and encumbrances except for current general property taxes and patent reservations.

In the event that any property dedicated to the public is subject to any lien or encumbrance, the owner shall obtain, at his expense, and tender to the Town such documents as are necessary to release the dedicated land from the lien or encumbrance. The failure of the owner to provide title assurance as provided in this Section, or to obtain the releases required by this Section, may cause the Town to repeal the within Ordinance.

Section 5. Within 30 days after the approval of this Ordinance, the Town Clerk, on behalf of the Town of Eagle, Colorado, is directed to:

- (A) File one copy each of the above-described Final Plat and the original of this subdivision ordinance in the office of the Town Clerk of Eagle, Colorado.
- (B) File one certified copy of the subdivision ordinance and one copy of the Final Plat of the above-described resubdivision in the office of the Eagle County, Colorado, Assessor.
- (C) File for record one certified copy of the subdivision ordinance and the Final Plat of the above-described resubdivision with the Clerk and Recorder of Eagle County, Colorado.

00225

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on October 24, 1995.

TOWN OF EAGLE, COLORADO

By: Bill Cunningham  
Mayor



ATTEST:

Marilyn M. Miller  
Town Clerk

Publication Date:

Nov. 2, 1995

Trustee Dunford introduced, read and moved the adoption of the ordinance titled,

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, APPROVING A RESUBDIVISION OF TRACT 1, THE TERRACE, FILING IV, TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO.

and upon adoption that it be published pursuant to law and recorded in the Book of Ordinances.

Trustee Deane seconded the motion. On roll call, the following Trustees voted "Aye":

<u>Dunford</u>	<u>Deane</u>
<u>Cunningham</u>	<u>Ewing</u>
<u>Heicher</u>	<u>Johnson</u>
<u>McKinzie</u>	

00000

Trustees voted "Nay":

\_\_\_\_\_  
\_\_\_\_\_