

AGENDA
OURAY COUNTY PLANNING COMMISSION
PUBLIC HEARING/REGULAR MEETING

Sept. 29, 2020 4:00 – 6:00 pm
Meeting to be held at the Ouray County Land Use Office
111 Mall Road, Ridgway, Colorado

Due to COVID-19, and pursuant to Resolution 2020-007 participants, including applicants as well as the public, are encouraged to attend via Virtual Meeting. Be aware that if an agenda item finishes early, the Planning Commission may continue on to the next scheduled item.

On the web: <https://zoom.us/j/99619670084>

Via telephone: 1 + (346) 248 7799

Meeting ID: 996 1967 0084

1. A. 4:00 Public Hearing

The Ouray County Planning Commission will conduct a public hearing to review and make a recommendation to the Board of County Commissioners on a request by Barthold and Catherine Lichtenbelt to approve a Final Plat Amendment of the Sunridge Subdivision for the purpose of combining Lots 1 and 2.

- B.** Approve Minutes
- C.** Old Business
- D.** New Business

2. Adjourn

SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT

LAND USE STAFF'S
REPORT



**LAND USE DEPARTMENT
STAFF REPORT
August 20, 2020**

Application:	Final Plat Amendment
Project:	Combining 2 Lots
Owner of Properties:	Barthold Lichtenbelt
Authorized Agent:	None
Address of Properties:	3157 Ponderosa Drive
Property(s) Size:	Lot 1: 9.38ac, Lot 2: 9.45ac (<i>per Assessor data</i>)
Zoning:	South Mesa
Case Manager:	Mark Castrodale

Request:

The Applicant is requesting approval of a Final Plat Amendment of the Sunridge Subdivision, a 4-lot 'Minimum Impact PUD' approved by the Board of County Commissioners in 1991. The purpose of the amendment is to combine Lots 1 and 2 in order to be able to build a garage/shop directly over the existing lot line dividing the subject lots.

CURRENT LOT CONFIGURATION:



PROPOSED LOT CONFIGURATION:



History:

The Sunridge Subdivision, *Minimum Impact PUD* was approved by the Board of County Commissioners on October 8, 1991 and recorded on January 7, 1992. The applicant is the owner of the subject lots, 1 and 2.

County Referrals, Outside Agency Referrals, and Public Comments:

County Administrator

The subject application was referred to the County Administrator for review and comment. The County Administrator returned no objections to the subject application.

County Attorney

The subject application was referred to the County Attorney for review and comment. After review, the County Attorney returned comments that she has no concerns with the subject application.

Notification Requirements:

Adjacent Property Owner Notice

The applicant sent proper notice to all 'affected property owners' as required by the Land Use Code.

HOA/POA Notice/Approval

At this time there is no functioning HOA in the Sunridge Subdivision. However, the applicant has provided information that there is no opposition to the plat amendment by the other two lot owners in the subdivision.

On-Site Notice

The Applicant posted on-site notice as required by the Land Use Code.

Published Notice

Proper notice of the Planning Commission public hearing was published in the Plaindealer at least 14-days prior to the date of the hearing.

Affected Property Owner Comments:

Although Staff received several calls from adjacent 'noticed' owners, all calls received related to questions about the plat amendment and associated process and no *complaints* were received.

Land Use Code Section 6.12A,B – Review Requirements:

Staff's responses shown in **BLUE**.

Submittal Requirements – 6.12B(1), 6.12C(1)

- a. A written statement giving the details of the proposed amendment and the reason(s) why the amendment(s) is necessary.

Staff Response:

The Applicant provided a written statement, providing the details of the proposed amendment and why the amendment is necessary.

- b. An original tax certificate for all lots, parcels or tracts involved, showing that no taxes are currently due or delinquent against the property.

Staff Response:

The Applicant provided tax information on the subject lot which confirms that as of August 6, 2020, there are no delinquent taxes due, or any tax liens, against either property affected by the subject application. Prior to signing the amended plat (if approved) the County Treasurer will confirm that there are no delinquent taxes and no tax liens against the properties.

- c. An original title commitment or title policy issued by a licensed Colorado title company, completed within sixty (60) days of submission, showing the names of all persons or entities having any right, title or interest in the land included in the application.

Staff Response:

The Applicant provided title information in the form of an *Alta Commitment*, prepared by Land Title Guarantee Company, with an effective date of August 18, 2020 for the subject lots.

- d. A plat showing the proposed amendment(s) and including all of the information and details as required by Section 6.8C(4).

Staff Response:

As has been historic practice, the Land Use Department is *not* requiring the Applicant to provide a professionally prepared plat as part of the application materials in order to avoid incurring this expense should the application not be approved. Staff is including a condition to approval requiring the Applicant to provide a professionally prepared plat for final BOCC approval, if the application is approved.

- e. Any supplemental data deemed necessary by the Land Use Staff to adequately review the request.

Staff Response:

Staff has not requested any application supplemental data at this time.

Submittal Requirements – 6.12C(1)

- a. Map(s) showing: i) all properties abutting upon, or directly across a street from the lot or subject property proposed to be amended; and ii) all adjoining properties; and iii) all adjacent properties; and iv) all properties within 500-feet from the affect or subject property. These properties are collectively referred to as “Affected Properties”.

Staff Response:

The Applicant provided a map correctly identifying *Affected Properties*. (in packet)

- b. A list of names and addresses of the owners of Affected Properties who shall be referred to as “Affected Property Owners” for notification as required below. This information can be obtained from the County Assessor’s Office.

Staff Response:

The Applicant provided a list of Affected Property Owners, obtained from the Ouray County Assessor’s Office. (based on properties identified by Staff) A notice regarding the application was sent to each property owner on the list by the Applicant. (in packet)

- c. A copy of the proposed notices to be sent to Affected Property Owners.

Staff Response:

The Applicant provided a copy of the proposed notices sent to all *Affected Property Owners*. The notice was reviewed and approved by Staff prior to being sent to the required recipients. (draft in packet)

Submittal Requirements – 6.12C(2,a)

- a.) After the Applicant has submitted an application for an amendment, the Applicant shall send notice, in a form approved by Land Use Staff, to the Affected Property Owners and any HOA or POA, advising of the nature of the proposed amendment and the Affected Property Owners’ right to submit comments in favor of, or in opposition to, the proposed amendment.

Staff Response:

The applicant provided copies of the proposed notice, a copy of the map of Affected Property Owners, and copies of 'certificate of mailing' receipts. Staff confirmed that all Affected Property Owners were sent the required notice per owner/address information provided by the Assessor's Office.

County Approval – 6.12C(4,a/b)

a.) Any amendment of a PUD or subdivision shall require a recommendation from the Planning Commission or Joint Planning Board and the approval of the BOCC, which approval shall be given only if the proposed amendment (1) is consistent with all requirements of this Section 6 and the underlying zoning standards set forth in Section 3 of this Code; and (2) includes improvements which are consistent with the provisions of Section 7 (Improvements Standards) and as may be required by the BOCC.

Staff Response:

The subject application will be reviewed by the Planning Commission and the BOCC in separate public hearings as required by the Land Use Code. It is Staff's opinion that the proposed amendment of the Sunridge Subdivision, Lots 1 and 2, is consistent with the requirements of Section 6 and the underlying zoning standards in Section 3 of the Land Use Code. Any future improvements such as a driveway extension and/or a garage will require adherence to all PUD provisions and covenants as well as compliance with Land Use Code and Building Code.

b) In making a decision on any proposed amendment to a PUD or subdivision, the BOCC shall make the following findings:

1. That the results of the comments of the Affected Property Owners have been duly considered.

Staff Response:

Although Staff has received some questions from neighboring property owners regarding the subject application, no formal concerns or complaints have been submitted at this time.

2. That the amendment is not contrary to the provisions of valid covenants, plats, or declaration of a PUD or subdivision based upon information supplied by the applicable Homeowner's Association.

Staff Response:

Staff reviewed the current covenants of the Sunridge Subdivision as well as the associated recorded plat. It is Staff's opinion that the subject amendment is not contrary to the provisions of valid covenants, plats, or declaration of the PUD.

3. Shall make additional findings consistent with the provisions of C.R.S. §24-67-106, as amended from time to time:

i) that the modification, amendment or change is consistent with the efficient development and preservation of the entire PUD or subdivision; and

Staff Response:

It is Staff's opinion that the subject amendment is not inconsistent with the efficient development and preservation of the entire subdivision.

ii) that the modification, amendment or change does not affect in a substantially adverse manner either the enjoyment of land abutting upon or across a street from the PUD or subdivision or the public interest; and

Staff Response:

It is Staff's opinion that the subject amendment, if approved, would not affect in a substantially adverse manner, either the enjoyment of land abutting upon or across a street from the subdivision or the public interest.

iii) is not granted solely to confer a special benefit upon any person.

Staff Response:

It is Staff's opinion that the subject plat amendment, if approved, would not be granted solely to confer a *special benefit* on any person.

Staff Conclusions and Recommendation:

It is the opinion of Staff that this application for a Final Plat Amendment of the Sunridge Subdivision has met the requirements and provisions set forth in Section 6.12 of the Ouray County Land Use Code. Therefore, Staff is recommending the Planning Commission forward the application to the Board of County Commissioners with a recommendation of approval with the following conditions:

1. Applicant shall present a final plat to the BOCC for review and approval within 120-days from the date of the approval of the application.
2. Final plat shall be labeled: "Amendment to the Final Plat of the Sunridge Subdivision, Lots 1 and 2".
3. The eliminated lot line between Lots 1 and 2 shall be shown as a dashed line on the plat and shall be labeled "*Lot line eliminated per this plat.*"
4. The newly created lot shall be labeled on the plat as: "Lot 1 (formerly lots 1 and 2)"
5. A plat note shall be added as follows: "*No future subdivision of the newly created lot in in the Sunridge Subdivision will be allowed and the single unit of associated 'density' is permanently eliminated per this plat.*"
6. Prior to review and signature by the Chair of the BOCC, the Applicant shall ensure that all other signature blocks have been properly signed.
7. Once approved by the BOCC, the Applicant shall record the final plat with the Ouray County Clerk & Recorder's Office within 14-days.

SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT

COMPLETED APPLICATION
FORM



PUD & PLAT AMENDMENT APPLICATION

Land Use Department
970.626.9775

Physical Address: 111 Mall Road, Ridgway CO
Mailing Address: PO Box 28, Ridgway CO 81432

Name of Landowner(s): Barthold and Catherine Lichtenbelt

Address : 3157 Ponderosa Drive

Street or P.O. Box

Ridgway CO 81432

City State Zip

Telephone [REDACTED] E-Mail barthold@lichtenbelt.com

Authorized Agent: N/A

Address:

Street or P.O. Box

City State Zip

Telephone () E-Mail

Application for Limited/Regular PUD (check one)

- Regular
- Limited
- Sketch Plan
- Preliminary Plan
- Final
- Amendment

Property Identification Number: R003047 and R003048 - SUN RIDGE SUB. LOTS 1 & 2

Property Description: Section: 29 Township: 46 Range: 8

Deed recorded in Book —, and Page —

Proposed Development Name _____

Number of lots 2 Filing number — Total number filings — Size of Parcel —

Fee included \$750.00

I am the landowner of record or authorized agent and am hereby making application for approval of the above request. I understand I am responsible for providing the required information, and that the County will not process my application until all required information is provided. I further understand that if there are extenuating circumstances concerning this application, there may be additional fees required to process my application, and that the County will advise me of additional fees and receive my approval before proceeding with my application.

[REDACTED SIGNATURE]
(Signature of owner(s)/Agent)

8/19/2020
(Date)

SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT

APPLICANT'S
NARRATIVE

To: Mark Castrodale, Ouray County Planning Director

Date: 8/19/2020

Dear Mr Castrodale,

Please find attached the application to merge Sunridge Lot 1 and Lot 2, both of which we own, into one single lot.

The reason we want to merge these two lots is so we can proceed with our plans to build a garage / shop at our desired location, which is directly on top of the current lot line dividing lot 1 and lot 2.

Regards,

Barthold and Catherine Lichtenbelt
3157 Ponderosa Drive
Ridgway, CO 81432
970 988 6979

Barthold lichtenbelt

Catherine Lichtenbelt

SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT

VICINITY
MAP

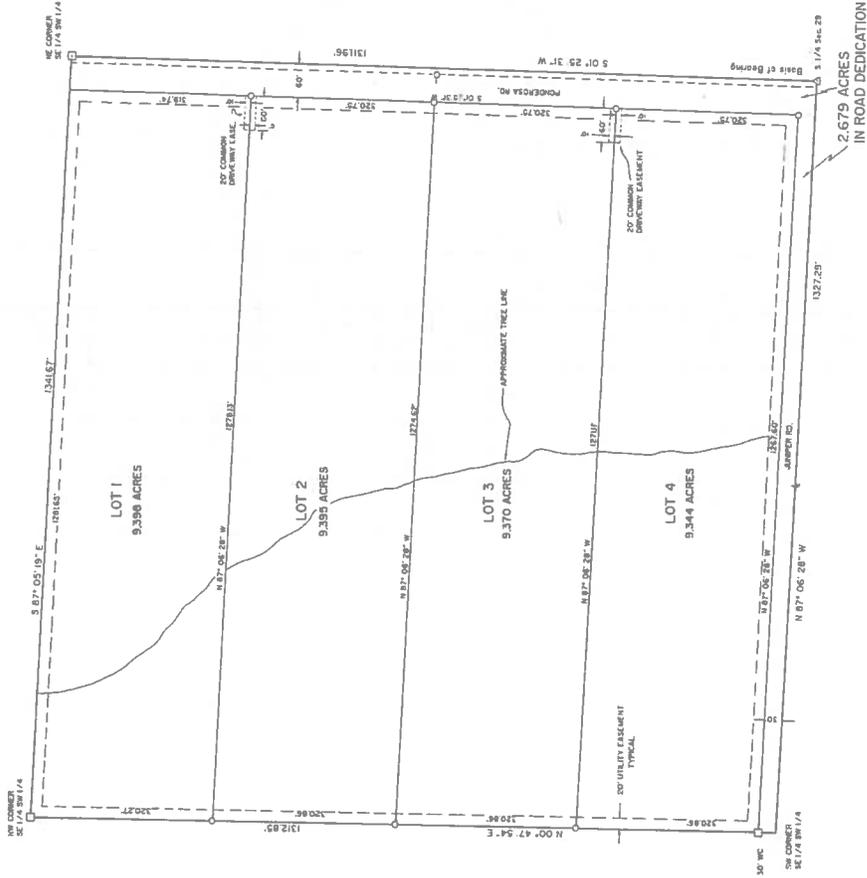


SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT

SUNRIDGE SUBDIVISION
ORIGINAL PLAT

SUNRIDGE SUBDIVISION

A MINIMUM IMPACT P.U.D.
SITUATED IN THE SE 1/4 SW 1/4
SECTION 29, T46N, R8W, NMPM



- LEGEND**
- = SET 3/4" PEGMARK W/ 1/2" CAP L.S. 12 80
 - = FOUND PEGMARK CAP L.S. 12 80
 - △ = FOUND 3/4" PEGMARK
 - = FIRE HYDRANT
 - = UTILITIES (WATER, PHONE & ELECTRIC)
 - WC = WITNESS CORNER

ATTORNEY'S CERTIFICATE

I certify that I have examined the title to the platred property and that the record owners and all holders of encumbrances affecting the property have executed this plat and joined in the declaration of all names, interests and public status, as so appearing on the plat.

Dennis Weaver
Dennis Weaver
Registration No. 12,517 5

CERTIFICATE OF READINESS AND DEDICATION

I, the undersigned, being the owners of the SE 1/4 SW 1/4, Section 29, Township 46 North, Range 8 West, T46N, R8W, NMPM, do hereby certify that the platred property is ready for road and utility purposes, and that the platred property is dedicated to the County of Ouray for road and utility purposes.

Dennis Weaver
Dennis Weaver
Registration No. 12,517 5

STATE OF COLORADO

The foregoing Certificate was acknowledged before me this 23rd day of September, 1991, by Dennis Weaver and Loretta H. Weaver, witnesses by their not official seal. My commission expires September 30, 1994.

Dennis Weaver
Dennis Weaver
Registration No. 12,517 5

DEEDER'S CERTIFICATE

I hereby certify that I am a Registered Land Surveyor in the State of Colorado and that this plat correctly represents a survey made by me under my direct supervision and conforms to all applicable survey laws and state regulations, and I further certify that the boundaries, area herein, actually exist and that their positions are as shown.

Dennis Weaver
Dennis Weaver
Registration No. 12,517 5

DEEDER'S CERTIFICATE

I, the undersigned, County Treasurer, do and for said County, do hereby certify that there are no liens against the development in this plat, except the unpaid taxes of County, State, or Federal Government.

Dennis Weaver
Dennis Weaver
Registration No. 12,517 5

APPROVAL OF PLANNING COMMISSION

Approved by the Ouray County Planning Commission by resolution dated this 22nd day of September, 1991.

Dennis Weaver
Dennis Weaver
Registration No. 12,517 5

APPROVAL OF COUNTY REPRESENTATIVES

Approved by the Ouray County Board of Commissioners by resolution dated this 23rd day of September, 1991.

Dennis Weaver
Dennis Weaver
Registration No. 12,517 5

DEEDER'S CERTIFICATE

This plat was filed for record in the office of the Clerk & Register of Ouray County, Colorado, at 1:35 P.M. on the 24th day of September, 1991, with description No. 150,045.

Dennis Weaver
Dennis Weaver
Registration No. 12,517 5

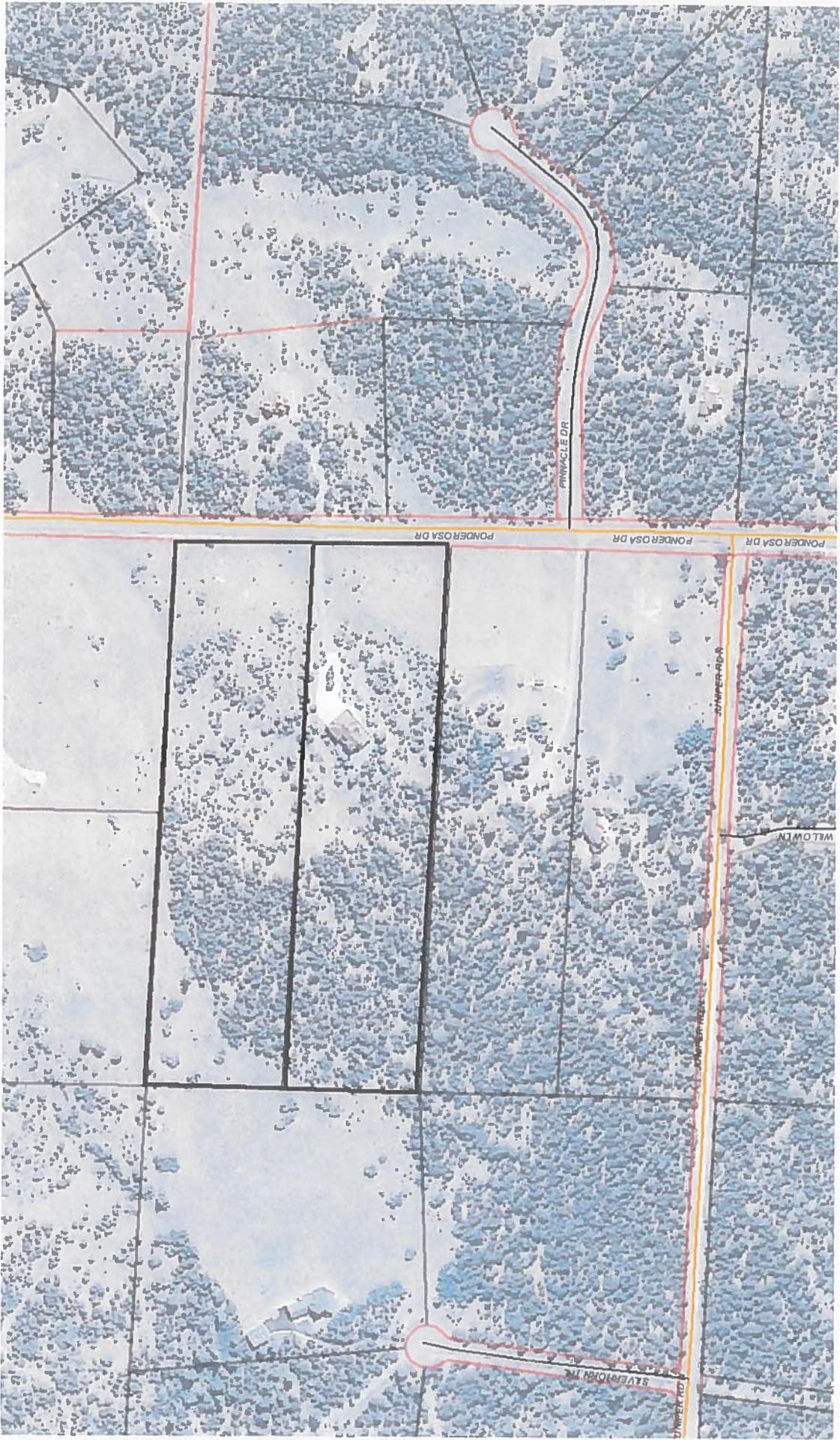
BOOK 2269 PAGE 43	FINAL PLAT
DATE 2/28/92	SUNRIDGE SUBDIVISION
PREPARED BY	OURAY COUNTY, COLORADO
DRAWN BY	FOR: DENNIS WEAVER
CHECKED BY	



MESA ENGINEERING
REGISTERED PROFESSIONAL ENGINEER
STATE OF COLORADO
SHEET 1 OF 1 FILE NO 90-106

SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT

AERIAL
MAP



**SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT**

**AFFECTED PROPERTIES (2)
CURRENT CONFIGURATION**



SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT

AFFECTED PROPERTIES (2)
PROPOSED CONFIGURATION

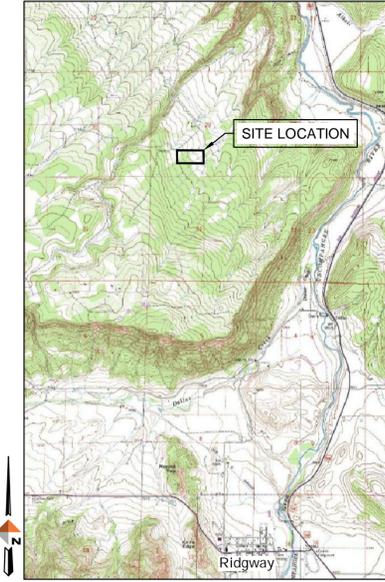
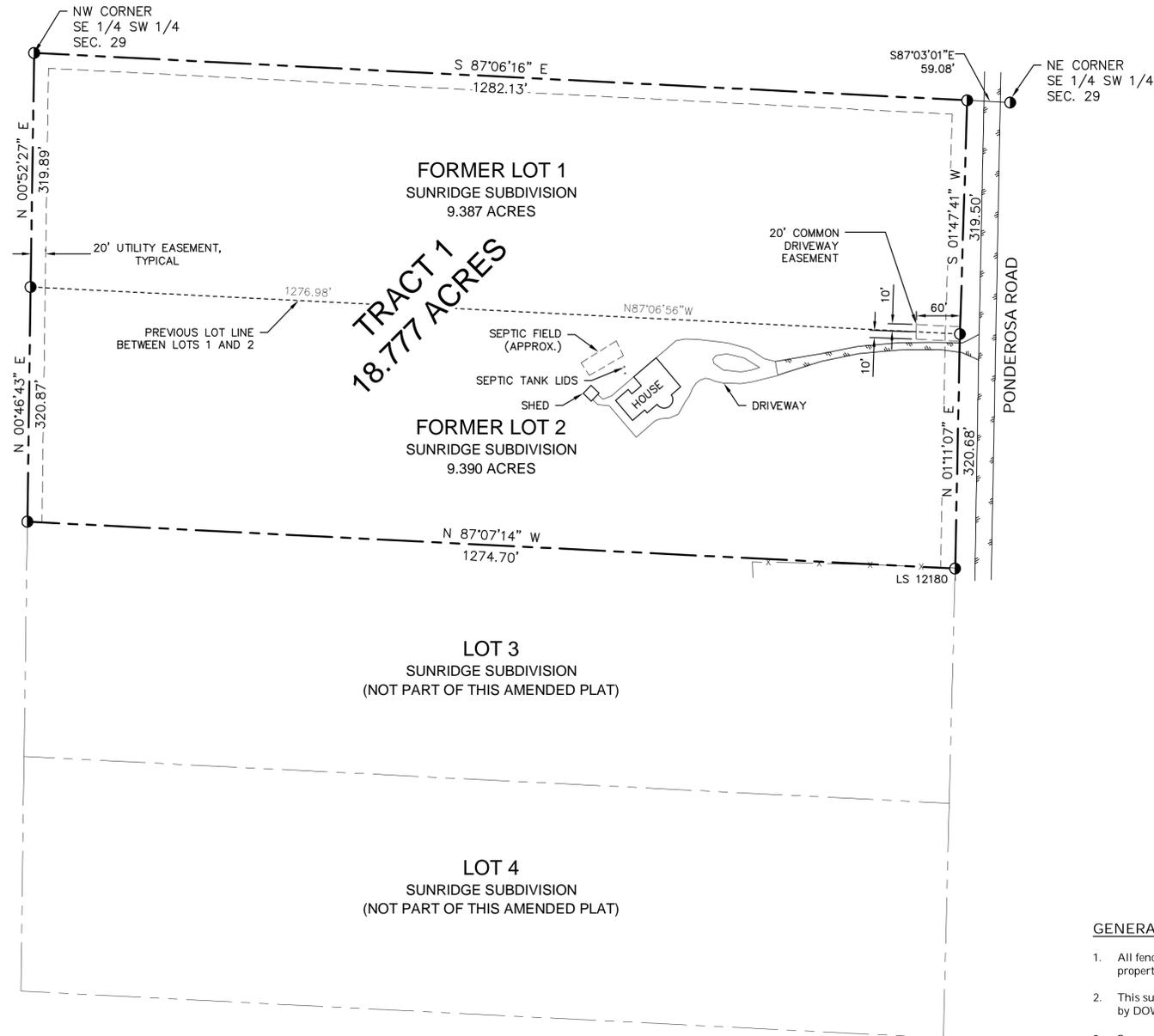


SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT

SUNRIDGE SUBDIVISION
PLAT AMENDMENT
-DRAFT PROPOSED PLAT-

AMENDED PLAT OF LOTS 1 & 2 OF THE SUNRIDGE SUBDIVISION

SITUATED IN THE SE1/4 SW1/4
SECTION 29, T. 46 N., R. 8 W., N.M.P.M.,
OURAY COUNTY, COLORADO



SURVEYOR'S CERTIFICATE:

I, Joseph S. Rease, a Professional Land Surveyor in the State of Colorado, do hereby certify that this plat accurately represents a survey made by me or under my direction and supervision. I further certify that the monuments shown hereon actually exist and that their positions are as shown.

JOSEPH S. REASE, PLS 36067 Date

GENERAL NOTES

- All fence lines shown hereon are for graphical purposes only. They may not be relied upon to establish property boundaries.
- This survey was performed without the benefit of a title policy. This survey does not constitute a title search by DOWL.
- Surveyor's certifications hereon shall run only to the person(s) for whom this survey was prepared and on their behalf to the agencies listed on this/these sheet(s). Surveyor's certifications are not transferable to additional institutions or subsequent owners.
- No guarantee as to the accuracy of the information contained within this plat is either stated or implied unless this print bears an original signature and seal of the professional land surveyor hereon named. Only prints of this survey marked with an original signature and seal by the surveyor named hereon shall be considered true, valid copies.
- Not all easements and/or setbacks may be shown, refer to previous recorded plats and other documents such as local subdivision regulations for specific information on these requirements.
- Notice 13-80-105 C.R.S., as amended: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

PLAT NOTES

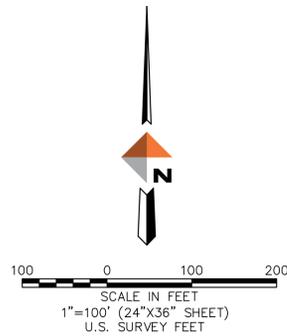
- Tract 1 will not be allowed to subdivide into additional lots in the future; it must remain as one lot per this plat.

BASIS OF BEARINGS:

The survey control is based on the north lot line of Tract 1 which is assumed to bear S 87°06'16" E and is monumented as shown hereon. All other bearings are relative thereto.

LEGEND

- Found rebar and cap, LS 12180
- Property Line
- Previous Lot Line
- Existing Fence
- Easement Line
- Road Pavement



CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, being the owners of certain lands in the County of Ouray and State of Colorado to wit:

Lots 1 and 2 of Sunridge Subdivision, County of Ouray, State of Colorado. Reception No. 150125.

Have by these presents laid out, platted and subdivided the boundary adjustment, as shown on this plat, under the name and style of Amended Plat of Lots 1 and 2 of Sunridge Subdivision and do hereby dedicate, grant and convey to the County of Ouray, State of Colorado, for the use of public and private utilities and easements for public access hereon shown.

Executed this _____ day of _____, 20_____.

Owner: Tract 1 of Sunridge Subdivision

Barthold B. Lichtenbelt Catherine M. Lichtenbelt

STATE OF _____)
) ss.
COUNTY OF _____)

The above Certificate of Dedication and Ownership was acknowledged before me on this _____ day of _____, 20_____, by _____

Witness my hand and official seal.
My commission expires _____

Notary

LIENHOLDER'S CERTIFICATE

The undersigned holder(s) of a lien pursuant to an instrument recorded under Reception No. _____ of the Ouray County Records, hereby joins in this subdivision and the dedication of easements, streets and other properties shown hereon.

STATE OF _____)
) ss.
COUNTY OF _____)

The above Lienholder's Certificate was acknowledged before me on this _____ day of _____, 20_____, by _____

Witness my hand and official seal.
My commission expires _____

Notary

APPROVAL OF COUNTY COMMISSIONERS

Approved by the County Board of Commissioners by resolution dated this _____ day of _____, 20_____.

Chairman

ATTORNEY'S CERTIFICATE

I, _____, an attorney at law, duly licensed to practice in Colorado, do hereby certify that I have examined the title to the Land herein platted and described in the above Certificate of Dedication and Ownership, and that, based solely on my review of the Title Policy, title to such land is in the Owners and Dedicators; and that the title to the Land dedicated hereon, including the dedication for utility easements, is free and clear of all liens and encumbrances except

Attorney
Registration No. _____
Date: _____

RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Clerk and Recorder of Ouray County, Colorado, at the time of _____, on the _____ day of _____, 20_____, with Reception No. _____

Ouray County Clerk and Recorder

<p>CLIENT: Barthold Lichtenbelt 3157 Ponderosa Dr. Ridgway, CO 81432 barthold@lichtenbelt.com</p>	 DOWL www.dowl.com	<p>AMENDED PLAT OF LOTS 1 & 2 OF THE SUNRIDGE SUBDIVISION SITUATED IN THE SE1/4 SW1/4 SECTION 29, T. 46 N., R. 8 W., N.M.P.M., OURAY COUNTY, COLORADO</p>	<p style="text-align: right;">© DOWL 2020 PROJECT 7127.75140.01 DATE 09/16/2020 DRAFTER DDC FIELD DATE 09/2019 FIELD CREW JH CLOSURE JSR-OK</p>
<p>SURVEYOR: Joseph S. Rease, PLS 36067 DOWL, 222 S. Park Avenue Montrose, CO 81401 jrease@dowl.com</p>	<p>222 South Park Avenue Montrose, Colorado 81401 970-249-6828</p>		<p>SHEET V-1 1 OF 1</p>

SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT

SUNRIDGE SUBDIVISION
SUBJECT LOTS (1, 2)
ASSESSOR DATA

Account: R003047

1 of 2 Results [Next->](#)

Location

Situs Address
 City
 Tax Area Id 204 - 204
 Parcel Number 425529304001
 Legal Summary Subd: SUNRIDGE SUB Lot: 1
 S: 29 T: 46 R: 8

Owner Information

Owner Name LICHTENBELT BARTHOLD B
 Owner Address 3157 PONDEROSA DRIVE
 RIDGWAY, CO 81432

Assessment History

Actual (2020) \$160,000
 Assessed \$11,440
 Tax Area: 204 Mill Levy: 49.083
 Type Actual Assessed Acres SQFT Units
 Land \$160,000 \$11,440 9.398 0.000 0.000

Transfers

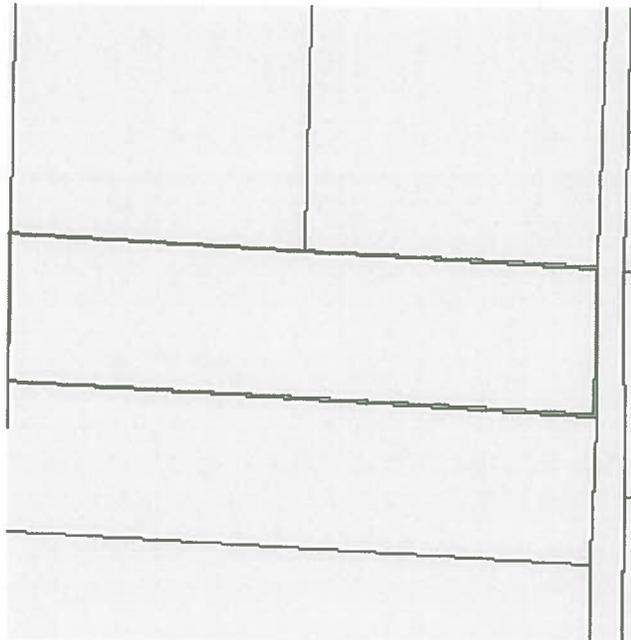
Reception Number	Sale Date	Sale Price	Doc Description
L0021			SURVEY
219673	10/20/2017	\$184,000	WARRANTY DEED JOINT TENANTS
217208	10/21/2016	\$150,000	WARRANTY DEED JOINT TENANTS
191569	05/17/2006	\$229,000	WARRANTY DEED
183237			COV COND & REST
183157			COV COND & REST
183135	11/18/2003	\$125,000	SPECIAL WARRANTY DEED
178379	08/06/2002	\$107,000	WARRANTY DEED
167520	08/12/1998	\$93,500	WARRANTY DEED
156222	04/22/1994	\$80,000	WARRANTY DEED
151699	09/15/1992	\$0	QUIT CLAIM
150126			COV COND & REST
150125		\$0	PLAT

Tax History

Images

Tax Year	Taxes
*2020	\$561.50
2019	\$561.50
* Estimated	

- [GIS](#)



Account: R003048

<-Prev 2 of 2 Results

<u>Location</u>	<u>Owner Information</u>	<u>Assessment History</u>					
Situs Address 3157 PONDEROSA DR	Owner Name LICHTENBELT	Actual (2020)				\$1,322,890	
City Ridgway	BARTHOLD B	Assessed				\$94,590	
Tax Area Id 204 - 204	Owner Address 3157 PONDEROSA DRIVE	Exempt				(\$3,330)	
Parcel Number 425529304002	RIDGWAY, CO 81432	Total Taxable				\$91,260	
Legal Summary Subd: SUNRIDGE SUB		Tax Area: 204 Mill Levy: 49.083					
Lot: 2 S: 29 T: 46 R: 8		Type	Actual	Assessed	Acres	SQFT	Units
		Improvements	\$1,162,890	\$83,150	0.000	5459.850	9.600
		Land	\$160,000	\$11,440	9.395	0.000	0.000

Transfers

<u>Reception Number</u>	<u>Sale Date</u>	<u>Sale Price</u>	<u>Doc Description</u>
L0021			SURVEY
214208	06/15/2015	\$950,000	WARRANTY DEED JOINT TENANTS
209246	01/11/2013	\$0	QUIT CLAIM
208603	10/05/2012	\$0	QUIT CLAIM
203069	04/26/2010		QUIT CLAIM
203067	04/26/2010		QUIT CLAIM
198483	07/18/2008	\$0	WARRANTY DEED
198437	07/18/2008	\$0	WARRANTY DEED
198436	04/30/2008	\$0	QUIT CLAIM
197774	04/30/2008	\$30,000	QUIT CLAIM
192894	08/10/2006	\$0	QUIT CLAIM
183679	01/19/2004	\$125,000	WARRANTY DEED
183237			COV COND & REST
183157			COV COND & REST
178380	08/07/2002	\$114,000	WARRANTY DEED
158949	03/14/1995	\$82,000	WARRANTY DEED
150905	06/02/1992	\$74,000	WARRANTY DEED
150126			COV COND & REST
150125		\$0	PLAT

Tax History

Images

<u>Tax Year</u>	<u>Taxes</u>	
*2020	\$4,479.32	<ul style="list-style-type: none"> Google Map (May not be accurate) Photo
2019	\$4,479.32	<ul style="list-style-type: none"> Sketch GIS

* Estimated

Focusing On: 3157 PONDEROSA DR Ridgway 81432



SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT

AFFECTED PROPERTIES
TO RECEIVE NOTICE

Account No	ID	Address 1	Address 2
R004906		BRUSSELL SHARON L	4348 HEATHER STREET
R004949		BUTTERFIELD BRUCE D	17655 PHEASANT DRIVE
R004949		BUTTERFIELD JOYCE M	17655 PHEASANT DRIVE
R004949		BUTTERFIELD BRUCE D	17655 PHEASANT DRIVE
R004949		BUTTERFIELD JOYCE M	17655 PHEASANT DRIVE
R002660		CONNIE A CALBECK DECLARATION OF TR	36W827 WHISPERING TRAIL
R003049		COPP JEFFERY E	3097 PONDEROSA DR
R003049		COPP BRENDA H	3097 PONDEROSA DR
R003049		COPP JEFFERY E	3097 PONDEROSA DR
R003049		COPP BRENDA H	3097 PONDEROSA DR
R002683		DENNY STUART	7607 BETTY JANE LANE
R002683		PHILLIPS LORI	7607 BETTY JANE LANE
R002683		DENNY STUART	7607 BETTY JANE LANE
R002683		PHILLIPS LORI	7607 BETTY JANE LANE
R003011		HELCK ANDREW FORD	3154 PONDEROSA DRIVE
R003016		INGERSOLL GAYLORD K	PO BOX 676
R004947		IVY BRENDA	PO BOX 1087
R004947		IVY GARY	PO BOX 1087
R004947		IVY BRENDA	PO BOX 1087
R004947		IVY GARY	PO BOX 1087
R002662		KENNEDY KEVIN C	64 SAINT JEROME ROAD
R002662		KENNEDY CLARICESA L	64 SAINT JEROME ROAD
R002662		KENNEDY KEVIN C	64 SAINT JEROME ROAD
R002662		KENNEDY CLARICESA L	64 SAINT JEROME ROAD
R003013		MCCARTHY - CLARK TRUST	P O BOX 2070
R003982		MCCLUNG CARL L	98 WILLOW LANE
R003982		MCCLUNG BEVERLY A	98 WILLOW LANE
R003982		MCCLUNG CARL L	98 WILLOW LANE
R003982		MCCLUNG BEVERLY A	98 WILLOW LANE
R004907		MOGETZ LINDA L	25 PINNACLE DRIVE
R004907		MOGETZ NORMAN A	25 PINNACLE DRIVE
R004907		MOGETZ LINDA L	25 PINNACLE DRIVE
R004907		MOGETZ NORMAN A	25 PINNACLE DRIVE
R002661		OWEN HOWARD	3105 LACEVINE LANE
R002661		OWEN KAREN	3105 LACEVINE LANE
R002661		OWEN HOWARD	3105 LACEVINE LANE
R002661		OWEN KAREN	3105 LACEVINE LANE
R003014		RADCLIFFE HOLDINGS INC.	35 BROAD COVE DRIVE
R005559		REILLY JOHN	1844 JUNIPER ROAD NORTH
R005559		REILLY MAURA	1844 JUNIPER ROAD NORTH
R005559		REILLY JOHN	1844 JUNIPER ROAD NORTH
R005559		REILLY MAURA	1844 JUNIPER ROAD NORTH
R004948		ROBERTSON FAMILY REVOCABLE TRUST	199 WATERVIEW LANE
R005186		STAPLETON MARY ANN	2680 PONDEROSA DR
R005186		STAPLETON ALAN L	2680 PONDEROSA DR
R005186		STAPLETON MARY ANN	2680 PONDEROSA DR

R005186	STAPLETON ALAN L	2680 PONDEROSA DR
R002659	STEPHEN G TREFZ TRUST	660 11TH STREET #108
R002659	NANCY C BAILEY TRUST	660 11TH STREET #108
R002659	STEPHEN G TREFZ TRUST	660 11TH STREET #108
R002659	NANCY C BAILEY TRUST	660 11TH STREET #108
R003050	SWARTZ DONALD F	2083 JUNIPER RD N
R003050	SWARTZ SARA H	2083 JUNIPER RD N
R003050	SWARTZ DONALD F	2083 JUNIPER RD N
R003050	SWARTZ SARA H	2083 JUNIPER RD N
R003985	VALENTICH DAVID J	95 WILLOW LANE
R003985	HACKNEY JEANETTE A	95 WILLOW LANE
R003985	VALENTICH DAVID J	95 WILLOW LANE
R003985	HACKNEY JEANETTE A	95 WILLOW LANE

**SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT**

**DRAFT NOTICE TO
AFFECTED PROPERTY OWNERS**

Date: August 28, 2020

Barthold Lichtenbelt
33157 Ponderosa Drive
Ridgway, CO 814323

Notice To: Property Owner – Within 500’ of the Sunridge Subdivision

Regarding: Proposed Final Plat Amendment

Dear Sir/Madam,

You are receiving this notice because you are an “affected property” as defined by Section 6.12C(1,a) of the Ouray County Land Use Code. An application has been made with the Ouray County Land Use Office to amend the final plat of the Sunridge Subdivision. The purpose of the amendment is to combine Lots 1 and 2.

The public hearing on this application with the Planning Commission has been *tentatively* scheduled for:

September 29, 2020 – 4:00pm - Ouray County Land Use Office, 111 Mall Road, Ridgway

Please Note: *The agenda published 1 week before the hearing in the Plaindealer will include information on how to attend the meeting electronically via ‘Zoom’.*

As an *affected property owner* you have the right to submit comments in favor of, or in opposition to, the proposed amendment. Any comments may be made in writing and submitted to the Land Use Department and should be received by the department no later than September 28th. Alternatively, public comment will be taken during the hearing.

If you have any questions on this matter or would like to submit comments for consideration by the Planning Commission and the Board of County Commissioners, please contact Mark Castrodale with the Ouray County Land Use Office at: 970-626-9775 x17 or by email: mcastrodale@ouraycountyco.gov.

Thank you.

Barthold Lichtenbelt

SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT

LETTER OF NO OBJECTION
WATER COMPANY

Dallas Creek Water Company, Inc.

334 South 5th Street
Montrose, CO 81401

970-240-8123 phone
970-249-9040 Fax
administrator@dallascreekwatr.com

September 7, 2017

Barthold and Catherine Lichtenbelt
3157 Ponderosa Drive
Ridgway, CO 81432

RE: Lots 1 and 2, Sunridge Subdivision, Log Hill Village

Dear Mr. and Mrs. Lichtenbelt:

Pursuant to our conversation of yesterday, you advised that you would like to purchase Lot 1 which is vacant. This lot does have a paid tap fee. You currently own Lot 2 which also has a paid tap fee and receive water to your house.

Your intent is to combine Lots 1 and 2 into one parcel with one tap. In the event you are successful in modifying these two lots (one unit per lot), in to one lot with one unit through Ouray County, we will revoke the water tap on Lot 1. In order to revoke this tap, we will need to see Ouray County documents verifying this change.

Please provide documentation when this is finalized.

Best Regards,



Bobbi Rouse
Administrator

SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT

CURRENT TREASURER DATA
ON BOTH AFFECTED LOTS

Ouray County Treasurer Receipt of Tax Payment

Account R003047	Parcel Number 425529304001	Receipt Date Aug 6, 2020	Receipt Number 2020-08-06-jmihelich-37984
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LICHTENBELT BARTHOLD B
3157 PONDEROSA DRIVE
RIDGWAY, CO 81432

Situs Address

Payor

LICHTENBELT BARTHOLD B
3157 PONDEROSA DRIVE
RIDGWAY, CO 81432

Legal Description

Subd: SUNRIDGE SUB Lot: 1 S: 29 T: 46 R: 8

Property Code

RES-SINGLE FAMILY RESIDENCE-LAND
- 1112

Actual	Assessed	Year	Area	Mill Levy
160,000	11,440	2019	204	49.083

Payments Received

Check

Check # 5624

Payor Barthold Lichtenbelt

Multi-Account Payment

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Special Assessment	\$254.61	\$0.00	\$254.61	\$0.00
2023	Special Assessment	\$239.93	\$0.00	\$239.93	\$0.00
2022	Special Assessment	\$226.08	\$0.00	\$226.08	\$0.00
2021	Special Assessment	\$213.03	\$0.00	\$213.03	\$0.00
2020	Amortized Interest	\$69.48	\$0.00	\$69.48	\$0.00
2020	Special Assessment	\$200.74	\$0.00	\$200.74	\$0.00

\$1,203.87 \$0.00

Balance Due as of Aug 6, 2020 \$0.00

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION
Thank you for your payment

Ouray County Treasurer

Receipt of Tax Payment

Account R003048	Parcel Number 425529304002	Receipt Date Aug 6, 2020	Receipt Number 2020-08-06-jmihelich-37984
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LICHTENBELT BARTHOLD B
3157 PONDEROSA DRIVE
RIDGWAY, CO 81432

Situs Address
3157 PONDEROSA DR Ridgway

Payor
LICHTENBELT BARTHOLD B
3157 PONDEROSA DRIVE
RIDGWAY, CO 81432

Legal Description

Subd: SUNRIDGE SUB Lot: 2 S: 29 T: 46 R: 8

Property Code	Actual	Assessed	Year	Area	Mill Levy
RES-SINGLE FAMILY RESIDENCE-LAND - 1112	160,000	11,440	2019	204	49.083
RES-SINGLE FAMILY RESIDENCE- IMPROVEMENTS - 1212	1,116,330	79,820	2019	204	49.083
EXEMPT-ALL OTHER-RESIDENTIAL- IMPS - 9290	46,560	3,330	2019	204	49.083

Payments Received

Check	Multi-Account Payment
Check # 5624	
Payor Barthold Lichtenbelt	

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Special Assessment	\$254.61	\$0.00	\$254.61	\$0.00
2023	Special Assessment	\$239.93	\$0.00	\$239.93	\$0.00
2022	Special Assessment	\$226.08	\$0.00	\$226.08	\$0.00
2021	Special Assessment	\$213.03	\$0.00	\$213.03	\$0.00
2020	Amortized Interest	\$69.48	\$0.00	\$69.48	\$0.00
2020	Special Assessment	\$200.74	\$0.00	\$200.74	\$0.00
				\$1,203.87	\$0.00
Balance Due as of Aug 6, 2020					\$0.00

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION
Thank you for your payment

SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT

CURRENT TITLE COMPANY
INFORMATION



INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
970-626-3157

BARTHOLD LICHENBELT
BARTHOLD LICHENBELT
3157 PONDEROSA DRIVE
Ridgway, CO 81432

Reference

Your Reference Number: TBD Commitment - 85006549
Our Order Number: OU-3452
Our Customer Number: 83668.1
Invoice Requested by: BARTHOLD LICHENBELT
Invoice (Process) Date: August 18, 2020
Transaction Invoiced By: Web Services
Email Address: system@ltgc.com

Invoice Number: OU-3452

Date: August 18, 2020

Order Number: 85006549

Property Address: 3157 PONDEROSA DRIVE RIDGWAY 81432

Parties: None

Invoice Charges

Service:	TBD Commitment	\$231.00
Ref:	85006549	
Addr:	3157 PONDEROSA DRIVE	
Party:	BARTHOLD B. LICHTENBELT AND CATHERINE M. LICHTENBELT	
Total Amount Invoiced:		\$231.00
Less Payment(s):		\$0.00
Balance Due:		\$231.00

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
Please reference **Invoice Number OU-3452** on your Payment



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **OU85006549**

Date: **08/18/2020**

Property Address: **3157 PONDEROSA DRIVE, RIDGWAY, CO 81432**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

For Title Assistance

Land Title Ouray County Title Team
218 SHERMAN
RIDGWAY, CO 81432
PO BOX 276
(970) 626-7001 (Work)
(877) 375-5025 (Work Fax)
ourayresponse@ltgc.com

Seller/Owner

BARTHOLD B LICHTENBELT AND CATHERINE M
LICHTENBELT

Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **OU85006549** Date: **08/18/2020**
Property Address: **3157 PONDEROSA DRIVE, RIDGWAY, CO 81432**
Parties: **NONE**
BARTHOLD B. LICHTENBELT AND CATHERINE M. LICHTENBELT

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$231.00
	Total \$231.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[Ouray county recorded 10/23/2017 under reception no. 219673](#)

[Ouray county recorded 06/16/2015 under reception no. 214208](#)

Plat Map(s):

[Ouray county recorded 01/07/1992 under reception no. 150125](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: OU85006549

Property Address:

3157 PONDEROSA DRIVE, RIDGWAY, CO 81432

1. Effective Date:

08/05/2020 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

NONE

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

BARTHOLD B. LICHTENBELT AND CATHERINE M. LICHTENBELT

5. The Land referred to in this Commitment is described as follows:

LOTS 1 AND 2, SUNRIDGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 7, 1992 UNDER RECEPTION NO. 150125, COUNTY OF OURAY, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: OU85006549

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: OU85006549

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 17, 2019, IN BOOK 103 AT PAGE 90.
9. RESTRICTIVE COVENANTS WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION AND ESTABLISHMENT OF CONDITIONS, RESERVATIONS AND RESTRICTIONS FOR THE SUNRIDGE SUBDIVISION RECORDED JANUARY 07, 1992, IN BOOK 217 AT PAGE 865; AND IN AMENDMENT RECORDED DECEMBER 3, 2003 UNDER RECEPTION NO. 183237; AND IN AMENDMENT RECORDED NOVEMBER 25, 2003 UNDER RECEPTION NO. 183157.
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SUNRIDGE SUBDIVISION RECORDED JANUARY 07, 1992 AT RECEPTION NO. 150125

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: OU85006549

11. TERMS, CONDITIONS PROVISIONS AND OBLIGATIONS SET FORTH IN THE OURAY COUNTY WEED MANAGEMENT RESOLUTION NO. 1997-039 RECORDED AUGUST 8, 1997 UNDER RECEPTION NO. 164857.
12. DEED OF TRUST DATED JUNE 15, 2015, FROM BARTHOLD B. LICHTENBELT AND CATHERINE M. LICHTENBELT TO THE PUBLIC TRUSTEE OF OURAY COUNTY, COLORADO FOR THE USE OF FIRSTBANK TO SECURE THE SUM OF \$712,500.00 RECORDED JUNE 16, 2015, UNDER RECEPTION NO. 214209.



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

and

- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

CB Rantz

Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *C Monroe* President

Attest *David Wald* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**SUNRIDGE SUBDIVISION
FINAL PLAT AMENDMENT**

**SUNRIDGE SUBDIVISION
CC&R'S**

Filed for record at 1:25 o'clock P.M., January 7, 1992. Duly recorded in Book 217, Pages 865-871.

Addie A. Sim, Recorder

DECLARATION AND ESTABLISHMENT OF CONDITIONS,
RESERVATIONS AND RESTRICTIONS
FOR
THE SUNRIDGE SUBDIVISION
Ouray County, Colorado

*Dennis Weaver and
Geraldine M. Weaver*

_____, Declarant, being the owner of the
SUNRIDGE SUBDIVISION, as the same appears on a plat on file in
the records of the Ouray County Clerk & Recorder, Reception No.
_____, has established a plan for the improvement and
development of the Subdivision and does hereby establish the
covenants, conditions, reservations and restrictions upon which
and subject to which all lots and portions of such lots shall be
improved or sold and conveyed. Each and every one of these
covenants, conditions, reservations and restrictions is for the
benefit of each owner of land in the Subdivision, or any interest
therein, and shall inure to and pass with each and every parcel
of the present owners thereof. These covenants, conditions,
reservations and restrictions are, and each thereof is, imposed
upon such lots, all of which are to be construed as restrictive
covenants running with the title to the lots and with each and
every parcel thereof.

1. REMEDIES FOR VIOLATION: It is understood and agreed that it shall be lawful not only for Declarant, (hereafter referred to as 'Covenantor'), his grantees, successors and assigns, but also for the owner or owners of any lot or lots within said Subdivision, deriving title from or through Covenantor and Ouray County to institute and prosecute any proceedings at law or in equity against any person or persons violating or threatening to violate the same. Any such violation, threatened violation, or continuing violation may be enjoined, abated or remedied by appropriate proceedings. No violation shall affect or impair the lien held by any bona fide encumbrancer whose encumbrance was acquired in good faith and for value; provided, however, that any subsequent owner of the property encumbered shall be bound by these protective Covenants, whether his interest in land within the Subdivision was obtained by foreclosure through court, purchase at trustee's sale or otherwise. It shall be deemed conclusively that every act or failure to act which results in violation of any of the covenants, limitations or restrictions contained in this instrument is a nuisance which may be abated by Covenantor, his grantees, successors or assigns. Bringing of an action for abatement of such nuisance shall not constitute an election of remedies barring or excluding any other action available at law or equity or pursuant to the terms of this Declaration.

2. SEVERABILITY: All of the covenants, limitations and restrictions herein contained shall be construed together. But if it shall be held at any time that any one or more of said covenants, limitations and restrictions is or are invalid or otherwise unenforceable, no other covenant, limitation or restriction shall be affected or impaired thereby.

3. COST OF ENFORCEMENT: Should any party entitled to enforce this Declaration employ counsel to enforce any section hereof, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of the lot or lots if such enforcement action is ultimately successful. The instigator of such action shall then have a lien upon said lot or lots to secure payment of all such amounts.

4. ARCHITECTURAL CONTROL: Prior to the commencement of any excavation, grading, construction, remodeling or adding to any structure, Covenantor shall approve all plans for the construction of private roads and driveways, all building plans for any building, fence, outbuilding, wall or structure to be erected upon any lot, and all subsequent exterior alterations or additions to any such building, road, driveway or other structure. Covenantor shall not be responsible for any structural defects in any structure on the premises. In the event Covenantor fails to approve or disapprove in writing of said plans within 30 days after their submission, plans shall be deemed to have been approved.

5. EASEMENTS AND ROADS : There are reserved for the purpose of installing and maintaining the utilities and for such purposes incidental to the development of the property, the easements shown on the plat on file. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Covenantor, any utility company or governmental agency, or any of its agents or servants, are hereby waived by the owners. The roads and road rights-of-way in each increment of the Subdivision finally approved for sale by the Board of County Commissioners of Ouray County, shall be dedicated to the County of Ouray for the public use. Such areas shall be available for access, utility installation and maintenance, and such other public purposes as may be necessary for the development of the Subdivision. Such roads and road rights-of-way shall, until accepted by the County for maintenance, be the responsibility of the Covenantor. After County acceptance, the same shall be used and maintained as Ouray County roads.

6. LAND USE: Each lot is intended for residential purposes only. No buildings shall be erected or permitted on any single lot except one (1) detached single-family dwelling not exceeding two stories in height and two (2) accessory buildings.

7. CONSTRUCTION REQUIREMENTS: No residential structure shall be approved by the Covenantor unless such structure complies with the following minimum requirements:

a: All residential structures of one (1) story must have an enclosed living space, excluding garages, decks, porches and other appurtenances, of at least one thousand (1,000) square feet. Residential structures of two (2) stories must have an enclosed living space of at least fifteen hundred (1,500) square feet.

b: No structure shall exceed thirty (30) feet in height from the mean ground level of the structure to the highest point on its roof.

c: All structures shall be placed in such a manner as to constitute the least reasonable interference with views from other lots.

d: No highly reflective roofing materials (for example, silver colored aluminum) shall be used.

e: No structure shall be built in violation of any state or local building code, ordinance or regulation.

The above requirements shall be deemed to be minimum requirements only. Covenantor retains the right to refuse to approve any plans or specifications submitted which are not suitable or desirable, in his opinion, for aesthetic or other reasons. Covenantor shall have the right to consider the suitability of proposed buildings or other structures to be built on the site, the harmony thereof with the surroundings, and the effect of the building or structure on neighboring property. It

is understood the purpose of this section is to cause the Subdivision to develop into a pleasant, harmonious, private residential development. Covenantor shall not be arbitrary in his decisions but he shall have broad discretion.

8. GARAGES AND OUTBUILDINGS: No garage or other outbuilding shall be placed, erected or maintained upon any part of the premises except for use in connection with the residence already constructed or under construction at the time such garage or outbuilding is so erected.

9. TEMPORARY AND MOVEABLE STRUCTURES: Mobile, modular, or prefabricated homes, trailers, tents, shacks, barns or other temporary buildings of any design whatsoever, are expressly prohibited within the Subdivision, with the exception of a maximum of two (2) Indian style tipis which may be erected to enhance the aesthetic value of the property, but which may also be used as temporary sleeping or guest quarters for persons visiting the lot owners. No temporary resident shall be permitted in unfinished buildings. Permissible is the erection of a temporary storage facility for materials or supplies to be used in the construction of a building, provided said facility is removed from the premises on completion of the building.

10. COMPLETION OF CONSTRUCTION: All construction shall be completed within fifteen (15) months from the issuance of a building permit by the Ouray County Building Inspector. Covenantor may, due to unforeseen circumstances, and upon written request of lot owner, grant additional time for completion of construction.

11. LANDSCAPING AND IRRIGATION: No trees or perennial bushes exceeding six (6) feet in height may be cut or removed and no grading of the land surface shall be done except upon written approval by covenantor. Application for such approval shall be accompanied by such drawings, plans, or photographs as may be requested by covenantor to acquaint him with the nature of the proposed cutting or grading. Covenantor, in considering such applications, shall be guided by the principle that it is desirable to maintain the natural character of the area and, therefore, to limit cutting, grading and paving to that which is necessary to reasonable use and enjoyment of property. Approval of applications for approval of tree or brush cutting or grading of the land surface may be conditioned upon installation of appropriate drainage facilities, including culverts, to be installed at the applicant's expense. The domestic water system constructed by the developer is not intended to be used for extensive irrigation. Therefore, no lot shall contain more than two thousand (2,000) square feet of lawn or other irrigated area unless irrigated with alternative sources of water.

12. DRAINAGE: All improvements of lots shall be done in a manner which will interfere, as little as possible, with the natural drainage of the property, and all drainage ways shall conform to the requirements of all lawful public agencies, including, but not limited to, the Board of County Commissioners of Ouray County, and the State of Colorado.

13. INDIVIDUAL SEWAGE DISPOSAL SYSTEMS: All individual sewage disposal systems shall be maintained in accordance with Ouray County and State of Colorado statutes, rules and regulations.

14. UTILITY LINES: All electrical, telephone, and other utility lines shall be placed underground and no outside lines shall be placed overhead. Exposed radio, television, or receiving antennas may be erected, but shall not exceed the height of the tallest trees growing or the highest structures constructed within a one hundred foot radius of such antenna. Prior to construction, plans for all antennas shall be approved by the Covenantor.

15. TANKS, ETC.: No elevated tank of any kind shall be erected, placed or permitted on any part of the premises, with the exception, and upon approval of Covenantor, of a tank for propane or fuel oil used in connection with the residence, and provided that said tank is situated behind the residence and not visible from any adjoining property or public road.

16. FENCES: No fence, wall, or other structure forming a barrier or having a similar purpose shall be constructed unless approved by Covenantor. Application for such approval shall be accompanied by such plans, drawings, or photographs as Covenantor may require to acquaint himself with the proposed construction. Under no circumstances will fences constructed of chain link or barbed wire be permitted, and no fence shall be erected to a height greater than six (6) feet.

17. SET-BACK LINES: No building, structure or appurtenance of any nature, except for approved walls or fences, shall be located closer than forty (40) feet to any road right-of-way or closer than twenty-five (25) feet to any other lot line.

18. SIGNS: No billboards, signboards, or unsightly objects of any kind shall be maintained on any lot except the following signs which shall be permitted:

a: for each dwelling house, one name plate, not exceeding one (1) square foot in area, indicating the name and/or house number of the occupant.

b: a decorative sign, constructed from natural materials, not exceeding four (4) square feet in area, indicating the 'name' of the property, (i.e. "Sunridge Meadows"), should there be any such name, as chosen by the owner. Covenantor retains the right to approve the sign, the materials from which it is constructed, and the site on the lot at which it is to be placed.

c: One (1) sign of not more than six (6) square feet advertising the property for sale or for rent.

c: Traffic control signs authorized by County or State officials or by Covenantor.

d: Builders who are erecting model homes for resale and not for their own use may construct a sign or signs totaling not more than twenty-four (24) square feet of front surface on any one (1) lot on which a model home is being erected and such sign may be maintained until said home has been sold.

19. NUISANCES AND FIREARMS: No noxious, dangerous or offensive activity shall be engaged in by any person within the Subdivision, nor shall anything be done, permitted or be left undone, the effect of which shall be to constitute a public nuisance or private nuisance within the Subdivision. No hunting; trapping, sport activity, or any other activity shall be engaged in which involves the killing or injury of any wild or domestic animal.

20. LIVESTOCK AND PETS: Up to eight (8) head of livestock may be maintained on each lot, provided that such livestock shall be maintained in a manner which does not constitute a nuisance. No more than three (3) pets of the customary household variety may be kept on any lot, and in no case shall they be used for breeding or commercial purposes. A reasonable number of domestic fowl may be kept for use of the lot owners only. Animals shall be kept in fully fenced areas and shall, at all times, be contained on the premises of the owner of such animals. All animal debris shall be collected and disposed of regularly. One (1) barn or other structure to house animals may be constructed on each lot, and such structure shall be constructed in accordance with the controls and building restrictions set forth in paragraphs 4, 7, and 10.

21. MINING AND MINERAL RIGHTS: Covenantor hereby reserves all mineral rights. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted on any part of the premises. No mining activities shall take place on the premises which are inconsistent with the use of the Subdivision for single-family residential purposes and no surface disturbance shall occur related to reserved mineral rights.

22. SUBDIVISION OF LOTS: No lot may be subdivided for any purpose whatsoever. This restriction shall not prohibit adjustment of property lines between individual lots for topographic or other unforeseen reasons when such adjustment has been approved by Covenantor, lot owners, and by the appropriate governing body of Ouray County.

23. AUXILIARY BUILDINGS AND INCIDENTAL ACTIVITIES: Location upon each lot of all storage, utility or auxiliary buildings, garbage or refuse containers, air conditioning equipment, clothes drying lines, utility pipes and other similar appurtenances shall be at the rear or side of a family dwelling, and they shall be so placed as to be inconspicuous from any adjoining lot or public road. Lights used for illumination of garages, patios, parking areas, yards or outdoor activities shall be so placed as to direct light away from adjacent residences and roadways. The total light emanating at one time outside of enclosed structures shall not exceed a total of 12,000 lumens upon a single lot. No exterior artificial light fixture or other source of light shall be installed, kept or maintained at an elevation greater than 20 feet in excess of the median elevation

of any subdivided lot, unless such light fixture be kept and maintained by the appropriate governing body of Ouray County as a source of illumination necessary to safe passage upon the public streets and ways with the Subdivision.

24. GARBAGE AND REFUSE DISPOSAL: No lot shall be used for the burning or dumping of any rubbish, trash, garbage, refuse, junk, abandoned property or waste; none of any such material shall be kept upon any property except in sanitary containers of sufficient capacity to contain the normal accumulation of such material by an average family during a one-week period.

25. VEHICLES: No motor vehicle designed for travel over roads and highways is permitted on any lot unless properly licensed for operation upon the public roads of the United States for the then current year, and which such vehicle shall be in usual and ordinary use by the owner of the land whereon vehicle is kept. No motor home, camper or recreational vehicle, boat, or trailer shall be stored at any location upon any lot from which it shall be visible from any adjacent lot or public or private road. No commercial vehicles, construction or like equipment shall be permitted unless approved by Covenantor and kept in a garage or other completed enclosure. No vehicle shall be utilized at any time as a place of abode, either temporarily or permanently; however, this shall not be construed as prohibiting use of a travel trailer, camper or mobile home for temporary habitation for a period not in excess of two (2) weeks by persons who are visiting guests of the owner of the lot upon which such vehicle is temporarily placed.

26. DOMESTIC WATER SUPPLY: There has been constructed upon and within the Subdivision a domestic water supply system which brings water for household purposes to each lot. No other domestic water supply shall be utilized upon any lot. Each of Covenantor's grantees, successors, or assigns agrees to commence receiving domestic water service from such system not later than two (2) years after Covenantor has divested himself of any interest in any lot claimed by such grantee, successor or assign, and thereafter to pay the average monthly charge for such service whether or not advantage be taken of such service.

27. DURATION: This Declaration shall be binding on all parties and all persons affected hereby for a period of twenty (20) years from the date it is filed or recorded, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots has been recorded, agreeing to change said Declaration in whole or in part.

28. ENFORCEMENT: This Declaration may be altered or amended only by consent of the owners of three-quarters of the Subdivision lots; such alteration or amendment shall become effective only upon recordation, in the Ouray County public records, of a Declaration of Modification or Amendment signed and acknowledged by all such owners. Anything to the contrary notwithstanding this Declaration may not be amended so as to remove the power of Ouray County to enforce any violation hereof.

29. DELEGATION OF RIGHTS AND POWERS: Any and all rights and powers of Covenantor may be delegated, transferred or assigned. Wherever the term "Covenantor" is used herein, it is inclusive of assigns or successors in interest of Covenantor.

Reference Number
183157

183237 12/03/2003 Page 2 of 3

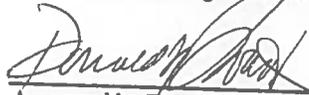
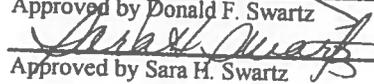
November 5, 2003

To all home and property owners of Sunridge Subdivision, Ouray County, Colorado

According to #28 of the Declaration and Establishment of Conditions, Reservations and Restrictions for the above mentioned Subdivision the Conditions, Reservations and Restrictions may be changed "altered or amended only by consent of the owners of three-quarters of the Subdivision lots; such alteration or amendment shall become erective only upon recordation, in Ouray County public records, of a Declaration of Modification or Amendment signed and acknowledged by all such owners."

It is proposed to change the "Conditions, Reservations and Restrictions" as follows;

1. Temporary Structures or storage: No structure of a temporary character, nor any trailer, mobile home, motor home, basement, tent shack, garage, barn or other outbuilding, or any part thereof, shall be used on any Lot at any time as a residence or dwelling either temporarily or permanently; provided however, during the initial construction of improvements upon a lot and for a cumulative period not to exceed 150 days, the owner of such lot may reside in a travel trailer or recreational vehicle located upon such lot. No trailer, camp trailer, boat trailer or vehicle may be stored permanently or temporarily on any lot where it is readily visible from Ponderosa Drive.
2. No privacy fence shall be erected to a height of greater than six (6) feet. No fence or hedge shall be erected within any road right-of-way. Solid privacy fences shall be restricted to such usage as enclosing trash containers, propane tanks, etc. which are located near the residence. All other exterior fencing shall be of the rail type construction not to exceed five (5) feet in height, and may be backed with a wire mesh type of material to contain pets or livestock.
3. The control of the administration of the covenants shall change from the Declalarant/Coventor to the governing body. The governing body shall be lot owners and changes may be effective with a vote or three (3) of the four (4) lot owners. With a vote of a majority of the land owners required to approve building plans or modifications to the grounds.
4. Add to #11 "Landscaping and irrigation." All lot owners are encouraged to work with the local fire department and their recommended contractors for wildfire mitigation on their property, and shall comply with all of Ouray County Wildfire rules and regulations for building of homes and structures.

		<u>Nov. 9, 2003</u>
Approved by Donald F. Swartz	Owner of Lot #4 Sunridge	Date
		<u>11/7/2003</u>
Approved by Sara H. Swartz	Owner of Lot #4 Sunridge	Date

