

## TED $\geqslant$ SECTION 1, ENDED TOWNSHIP SUMMIT SHEET 1 COUNTY, 0 SOUTH, COLORADO F 3 RANGE 78 WES 9 THE

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1. ALL OF FARMER'S GROVE IS SUBJECT TO THE TERMS AND PROVISIONS THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FARMER'S GROVE, THE FARMER'S GROVE GOVERNMENTAL COVENANTS AND AGREEMENTS, A WATER SERVICE AGREEMENT WITH THE TOWN OF BRECKENRIDGE, AND CONDITIONAL USE PERMIT NO. 99–55 GRANTED BY SUMMIT COUNTY ON SEPTEMBER 23, 1999, ALL OF WHICH INSTRUMENTS HAVE BEEN RECORDED IN THE RECORDS OF SUMMIT COUNTY, AS WELL AS THE FARMER'S GROVE ARCHITECTURAL AND DEVELOPMENT STANDARDS, COPIES OF WHICH MAY BE OBTAINED FROM THE FARMER'S GROVE ASSOCIATION. NOTES:

4. LOTS 1—32 ARE SINGLE FAMILY LOTS, THE FLOOR AREA OF EACH BUILDING BEING LIMITED TO NO MORE THAN 1,650 SQUARE FEET, PLUS ATTACHED GARAGE AND STORAGE AREAS NOT TO EXCEED 350 SQUARE FEET. TRACTS B, C, D, E, G, AND H ARE PRIVATE OPEN SPACE OWNED AND INTAINED BY THE FARMER'S GROVE ASSOCIATION, INC., AND ARE SUCH TO SUCH RESTRICTIONS AND EASEMENTS AS ARE SET FORTH IN EDECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THER'S GROVE.

5. LOTS 33-41 ARE DUPLEX LOTS. THE WESTERLY UNIT ON LOT 33, THE ZASTERLY UNIT ON LOTS 34 AND 35, THE SOUTHERLY UNIT ON LOTS 36, 38 AND 41, AND THE NORTHERLY UNIT ON LOTS 37, 39 AND 40, ARE IMMIED TO A FLOOR AREA OF NO MORE THAN 1,250 SQUARE FEET, PLUS 1TIACHED GARAGE AND STORAGE AREAS NOT TO EXCEED 350 SQUARE FEET. ALL OTHER DUPLEX UNITS ARE LIMITED TO A FLOOR AREA OF NO MORE THAN 1,400 SQUARE FEET, PLUS ATTACHED GARAGE AND STORAGE 1REAS NOT TO EXCEED 350 SQUARE FEET.

8. THE FARMER'S GROVE GOVERNMENTAL COVENANTS AND AGREEMENTS CONTAIN RESTRICTIONS PROHIBITING SHORT—TERM RENTALS, REQUIRING THE INSTALLATION AND MAINTENANCE OF CERTAIN LANDSCAPING ON ALL LOTS AND TRACTS, CONTAIN RESTRICTIONS PERTAINING TO FENCING AND DECK AREAS, AND PROHIBIT WOOD BURNING APPLIANCES. THE FLOOR AREA OF ALL BUILDINGS SHALL BE DETERMINED BY ASURING TO THE OUTSIDE OF ALL PERIMETER WALLS AND TO THE DILE OF ALL COMMON WALLS. THE FLOOR AREA CALCULATION FOR CH BUILDING SHALL NOT COUNT THOSE AREAS OF THE BUILDING DUCTED TO MECHANICAL USES. THE MAXIMUM TOTAL FLOOR AREA ALL STRUCTURES MITHIN FARMER'S GROVE SHALL NOT, AT ANY TIME, SEED 94,150 SQUARE FEET.

> 10. ALL GARAGES SHALL BE CONSTRUCTED SO THAT THE FRONT OF THE GARAGE IS SITUATED AT LEAST TWENTY FEET BACK FROM THE FRONT LOT LINE AND AT LEAST SIX FEET BACK FROM THE FRONT OF THE RESIDENTIAL STRUCTURE. 11. ALL SINGLE FAMILY LOTS, EXCEPT LOTS 3, 14 AND 30 ARE SUBJECT TO COMMON DRIVEWAY EASEMENTS AS DEPICTED ON THIS PLAT AND AS DESCRIBED IN THE DECLARATION.

13. NO BUILDING, STRUCTURE, OR IMPERNOUS SURFACE, OTHER THA IMPROVED DRIVEWAY, SHALL BE CONSTRUCTED, INSTALLED OR MAINTAINED ON THAT PORTION OF ANY LOT LYNG OUTSIDE OF THE ENVELOPE CREATED ON EACH LOT BY THE PLATTED BUILDING ENVELOPES. THE DRIP LINES OF ALL BUILDINGS SHALL FALL WITHIN THE PLATTED BUILDING ENVELOPES. 12. LOTS 33-41 ARE DUPLEX LOTS AND THE TWO UNITS CONSTRUCTED EACH LOT SHALL SHARE A COMMON DRIVEWAY SITUATED SUBSTANTIALLY IN ACCORDANCE WITH THE DRIVEWAY/SNOW STORAGE PLAN FOR FARMER'S GROVE, (SHEET 3).

14. SUMMIT COUNTY SHALL NOT BE RESPONSIBLE FOR OR LIABLE TO LOT OWNERS FOR DAMAGE TO LANDSCAPING OR TO STRUCTURES RESULTING FROM ROAD MAINTENANCE OR SNOW REMOVAL CONDUCTED BY SUMMIT SOUNTY.

16. THE LANDSCAPE PLAN, RECORDED SEPARATELY AS A CCIOA MAP, DEPICTS THE COMMON LANDSCAPING DESCRIBED IN THE FARMER'S GROVE GOVERNMENTAL COVENANTS AND AGREEMENTS AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FARMER'S GROVE. THE DRIVEWAY/SNOW STORAGE SITE PLAM, (SHEET 3), PICTS THE REQUIRED LOCATION OF EACH COMMON AND PARATE DRIVEWAY FOR EACH LOT AS WELL AS SNOW STORAGE AREAS SICH ARE HEREBY DESIGNATED AS SNOW STORAGE EASEMENTS AS DRE FULLY DEFINED AND DESCRIBED IN THE DECLARATION OF PARMER'S GROVE.

19. COMMON DRIVEWAY MAINTENANCE AND PROVISIONS FOR SNOW STACKING FOR EACH DUPLEX SHALL BE AS SPECIFIED IN EACH PARTY WALL AGREEMENT FOR THOSE UNITS. 18. COMMON DRIVEWAY EASEMENTS ARE IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FARMER'S GROVE. 17. A 5' MDE STRIP ALONG ALL INTERIOR LOT AND TRACT LINES FRONTING AN CIRCLE AND FARMER'S LANE IS DEDICATED AS A SNOW STORAGE EASEMENT.

## TYPICAL DRIVEWAY EASEMENT FOR SINGLE LOTS SHARING A COMMON RIVEWAY, UNLESS OTHERWISE NOTED 10T ROAD R.O.W. 107

SUBDIVISION MATRIX:

TO TAL

TRACT AREA

201,452 SQ. FT. 4.625 ACRES 106,825 SQ. FT. 2.452 ACRES 132,346 SQ. FT. 3.038 ACRES

RIGHT-OF-WAY

70741

LOT AREA

*GRAND* 

TOTAL AREA

440,623 SQ. FT. 10.115 ACRES

*TOTAL* 

MEANINGFUL OPEN SPACE

AREA

95,327 SQ. FT. 2.188 ACRES 234,510 SQ. FT. 5.384 ACRES

*TOTAL* 

BUILDING ENVELOPE

AREA

SURVEYOR'S CERTIFICATE: ID SURVEYOR IN THE STATE OF COLORADO, DO "MERE PREPARED BY ME AND UNDER MY TO THE BEST OF MY KNOWLEDGE.

MORTGAGE HOLDER

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE SUMMIT CO	CLERK AND RECORDER'S AC	
OFFICE	CCE	
9	70	
THE	Ν	
SUMMIT	CF:	
S		

RECORDER ON THIS X DAY OF LUNDER RECEPTION AND FILED

9	ENGIN	R=R=N=N	Checked
P.O. Box 589	ENGINEERS & SURVEYORS	V=G=EW=E=S=[	Date 10/30/01
3	INC.		Sheet 1 of 3

4RMER'S GRO

67H

P.M.

2. TRACTS A, F, I, J, AND K ARE PRIVATE OPEN SPACE OWNED AND MAINTAINED BY THE FARMER'S GROVE ASSOCIATION, INC. AN EASEMENT IS HEREBY GRANTED TO THE GENERAL PUBLIC TO USE TRACTS A, F, I, J, AND K FOR NON-MOTORIZED TRAILS AND FOR RECREATION PURPOSES, SUBJECT TO PUBLISHED RULES AND REGULATIONS OF THE FARMER'S GROVE ASSOCIATION, INC.

LOTS 1, 4, 11, 14, 15 AND 32 (SINGLE FAMILY LOTS), LOTS 34, 35, 40 AND UPLEX LOTS), AND THE SOUTHERLY MOST DUPLEX UNIT ON LOT 38, ARE BJECT TO A SEPARATELY RECORDED EMPLOYEE HOUSING STRICTIVE COVENANT.

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ARMER'S GROVE CONTAINS RESTRICTIONS PERTAINING TO OUTDOOR TORAGE, PETS, FENCING, LANDSCAPING, ARCHITECTURAL CONTROLS, OLOR OF BUILDINGS, AND OTHER MATTERS.

THIS PLAT CORRECTION IS TO AMEND PLAT NOTE #5 TO ALLOW FOR FIVE OF THE DUPLEX EMPLOYEE HOUSING UNITS TO BE 1400 SQUARE FEET RATHER THAN THE PREVIOUS REQUIREMENTS OF 1250 SQUARE FEET. THIS PLAT CORRECTION IS ALSO TO CHANGE SARAH COURT TO ZOE COURT AND TO CHANGE ALPENSEE DRIVE TO JARELLE DRIVE.

I, ROBERT R. JOHNS, BEING A REGISTERED LAND HEREBY CERTIFY THAT THIS PLAT AND SURVEY I SUPERNISION AND THAT BOTH ARE ACCURATE TO

DATED THIS ROBERT R. JOHNS, P.L.S. COLORADO REGISTRATION DAY OF NO. 26292 20

THAT THEY HAVE EXAMINED THIS PLAT AS A LENDER FOR THE PROJECT AND DOES HEREBY CERTIFY AND DOES HEREBY APPROVE OF THIS PLAT.

TITLE:

KNOW ALL MEN BY THESE PRESENTS, THAT FARMERS GROVE, LLC, IS THE OWNER OF THE LAND DESCRIBED AS FOLLOWS:

OWNER'S

CERTIFICATE:

A TRACT OF LAND SITUATE IN SECTION 1, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE 6TH P.M., COUNTY OF SUMMIT, STATE OF COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1, T 6 S, R 78 W 6TH P.M.; THENCE MID'2'10'W, 3555.31 FEET TO THE POINT OF BECINNING: SAID POINT BEING DENTICAL WITH THE NORTHWEST CORNER OF THE ALPENSEE SUBDIVISION, FILING NO. 3, A SUBDIVISION RECORDED SEPTEMBER 10, 1983. AT RECEPTION NUMBER 97401 IN THE SUMMIT COUNTY RECORDS: BEING ALSO A POINT ON THE FASTERLY LINE OF SAID SUMMIT HIGH SCHOOL PROPERTY DESCRIBED IN THAT DEED RECORDED JAMUARY 6, 1995. UNDER RECEPTION NUMBER 484033 IN THE SUMMIT COUNTY RECORDS; HERVE NUMBER 484033 IN THE SUMMIT COUNTY RECORDS; HERVE SAID SUMMIT HIGH SCHOOL PROPERTY TO AN ANGLE POINT, THENCE CONTINUING ALONG SAID EASTERLY LINE OF SAID SUMMIT HIGH SCHOOL PROPERTY OF AN ANGLE POINT, THENCE CONTINUING ALONG SAID EASTERLY LINE OF SAID SUMMIT HIGH SCHOOL PROPERTY NOBSTICE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN DEED RECORDED UNDER RECEPTION NUMBER 531993 IN THE SUMMIT COUNTY RECORDS; THENCE NOBSTICE ALONG SAID WESTERLY RICHT-OF-WAY; THENCE SOUTHWESTERLY RICHT-OF-WAY; THENCE SOUTHWESTERLY RICHT-OF-WAY; THENCE SOUTHWESTERLY RICHT-OF-WAY; THENCE SOUTHWING ALONG SAID WESTERLY RICHT-OF-WAY; THENCE OR THE SUBDIVISION, FILING NO. 3, THENCE STS-46'04'W 476.79 FEET ALONG THE BEGINNING ALONG SAID WESTERLY RICHT-OF-WAY; THE OF SAID ALPENSEE SUBDIVISION, FILING NO. 3 TO THE POINT OF BEGINNING ALONG SAID WESTERLY RICHT-OF-WAY; THE OF SAID ALPENSEE SUBDIVISION, FILING NO. 3 TO THE POINT OF BEGINNING ALONG SAID WESTERLY RICHT-OF-WAY 3 TO THE POINT OF BEGINNING ALONG SAID WESTERLY RICHT-OF-WAY SITE ACRES MORE OR LESS. IN CHAMBER SOUTH AND ALPENSE OR SUBDIVISION, FILING NO. 3 TO THE POINT OF BEGINNING ALONG SAID WESTER SOUTH AND ALPENSE OF DEDICATE TO THE COUNTY OF SUMMIT COUNTY COMPANIES IN THE STRAIL ATON AND THE COUNTY OF SUMMIT. IN ACRES TO THE COUNTY OF SUMMIT. IN ACRES TOOD THAT THE DEDICATION OF POINT OF THE COUNTY OF SUMMIT.

MINESS WHEREOF THE SAID OWNER, FARMERS GROVE, LLC,
COLORADO LIMITED LIABILITY COMPANY HAS CAUSED ITS NAME TO
REUNTO BE SUBSCRIBED THIS \_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_

FARMERS GROVE, LLC

COUNTY OF ACKNOWLEDGEMENT:

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE OF \_\_\_\_\_, 20\_\_\_\_, BY CHRIS PETERSON AS MANAGER OF FARMERS GROVE, LLC. WITNESS MY HAND AND OFFICIAL SEAL:

**BOARD** 95 COUNTY COMMISSIONERS' APPROVAL:

COMMISSION EXPIRES

THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, DOES HEREBY APPROVE THIS PLAT AT A MEETING HELD ON THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, AND HEREBY ACCEPTS DEDICATION OF PUBLIC RIGHTS—OF WAY, UTILITY EASEMENTS, AND OTHER PUBLIC AREAS AS SHOWN HEREON. ACCEPTANCE OF PUBLIC RIGHTS—OF—WAY FOR STREETS OR ROADS DOES NOT CONSTITUTE ACCEPTANCE FOR MAINTENANCE OF ROADS CONSTRUCTED THEREIN. THE PROCEDURE FOR ACCEPTANCE OF ROADS FOR MAINTENANCE PURPOSES SHALL BE AS STATED IN THE SUMMIT COUNTY ROAD AND BRIDGE DESIGN AND CONSTRUCTION STANDARDS OR SUCH REGULATIONS AS SHALL BE ADOPTED IN LIEU OF THE SUMMIT COUNTY ROAD AND BRIDGE DESIGN AND CONSTRUCTION STANDARDS.

CHAIRMAN

TITLE COMPANY DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS AS SHOWN HEREON AND TITLE TO SUCH LANDS IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES, AND ENCUMBRANCES, EXCEPT AS FOLLOWS: COMPANY'S CERTIFICATE:

co 80498 970-468-6281

NOTE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER 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.



