

1977

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE RIDGE, P.U.D.

THAT WHEREAS, ROBIN H. JONES and MARVIN A. BARSTOW, hereinafter referred to as "the Declarants," are the owners of that certain parcel of real property located in Section 3, Township 6 North, Range 69 West of the 6th P.M., Larimer County, Colorado, known as The Ridge, P.U.D., and being hereinafter referred to as "the Property," and

WHEREAS, the Declarants desire to create a residential community with open space and common facilities for the benefit of said community, and

WHEREAS, the Declarants desire to provide for the maintenance of open space and common facilities and desire to establish certain standards covering the said planned unit development by means of protective covenants to insure the lasting beauty, value, and enjoyment of the Property and to this end, together with such additions as may hereinafter be made thereto, have adopted the covenants, restrictions, easements, charges, and liens hereinafter set forth, and

WHEREAS, the Declarants have incorporated under the laws of the State of Colorado, as a nonprofit corporation, The Ridge, P.U.D. Homeowners' Association, hereinafter referred to as "the Association," for the efficient preservation of the values and facilities in said community, and have delegated and assigned to the said Homeowners' Association the powers of maintaining roads and the open space and home area in The Ridge, P.U.D.; and the powers of maintaining, administering, and enforcing the covenants and restrictions; and the powers of collecting and distributing the assets and charges hereinafter created;

NOW, THEREFORE, the Declarants do hereby publish and declare that, in addition to the ordinances of the County of Larimer, State of Colorado, the following terms, covenants, conditions, easements, reservations, restrictions, uses, locations, and obligations shall be deemed to run with the land, shall be a burden and benefit to the Declarants, their heirs, administrators, and assigns, and any person or persons acquiring or owning an interest in the Property and any improvements thereon, their grantees, successors, heirs, administrators, devisees, or assigns.

ARTICLE I

1. DEFINITIONS:

Section A. "Association" shall mean and refer to The Ridge, P.U.D. Homeowners' Association, its successors and assigns. Members of the Association shall be all of the Owners of Lots as hereinafter defined.

Section B. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of any Lot which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section C. "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section D. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as:

All open space described and designated on the recorded plat of The Ridge, P.U.D.

Section E. "Roads and Easements" shall mean and refer to all roads and easements shown on the recorded plat of The Ridge, P.U.D. All Roads and Easements shall be dedicated on the plat to the public. Roads shall be maintained by the Association until such time as said Roads have been accepted for maintenance by the County of Larimer or the City of Fort Collins.

Section F. "Lot" shall mean and refer to any plot of land shown on any recorded planned unit development map of the Property with the exception of the Common Area.

Section G. "Committee" shall mean and refer to the Architectural Control Committee, hereinafter further defined and organized.

Section H. "Common Expenses" shall mean and refer to maintenance, insurance, taxes, road repair, operations, management and administration, legal and accounting expenses, declared common expenses by the provisions of this Declaration and by By-Laws and Articles of Incorporation of the Association, and all sums lawfully assessed against the Common Area by the Association.

## ARTICLE II

### 1. OWNERS' RIGHTS:

Section A. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(1) The right of the Association to charge reasonable fees and assessments for maintenance of Common Area as defined in Article I, Section D, and for maintenance of the Roads on the recorded plat of The Ridge, P.U.D. until said Roads in The Ridge, P.U.D. have been accepted for maintenance by the County of Larimer or the City of Fort Collins.

(2) The right of the Association to suspend the voting rights and right to use the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid.

(3) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless approved by two-thirds (2/3) of the members of the Association.

Section B. Association Rules and Regulations. The Association shall have the right and power, through its Board of Directors, to adopt such rules and regulations as it, in its sound discretion,

shall determine from time to time to regulate and govern the use of the Common Area and the Roads and Easements, provided, however, that said rules and regulations shall not be discriminatory.

Section C. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and the Roads and Easements to the members of his family, his tenants, or contract purchasers who reside on the Property.

### ARTICLE III

#### 1. ADMINISTRATION:

Section A. The administration of the Property shall be governed by the Articles of Incorporation and the By-Laws of the Association (The Ridge, P.U.D. Homeowners' Association, a Colorado non-profit corporation).

#### 2. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS:

Section A. Every Owner of a Lot shall become a member of the Association upon acquisition of said Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership shall pass by operation of law upon the sale of any Lot, which sale may be by deed or by installment land contract ("contract for deed").

Section B. The Association shall have two (2) classes of voting members. The Declarants, their heirs, administrators, and assigns shall be entitled to one (1) membership each in the Association and one (1) vote each for each Lot owned. All other Owners shall be entitled to one (1) vote as more fully made and provided in the By-Laws of the Association. When more than one person or firm owns an interest in a Lot, all such persons or firms shall be members of the Association. The vote for such Lot shall be exercised as the Owners thereof among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Specifically, with regard to the two classes of voting members, this shall be determined by the number of Lot which a member of the Association owns. Owners of Lots 9 through 31 shall belong to the Class I voting membership. Class I members shall have the right to vote on all matters. Owners of Lots 1 through 8 and Lots 32 through 66 shall belong to the Class II voting membership. Class II members shall have the right to vote on all matters except with regard to irrigation water and livestock.

### ARTICLE IV

#### 1. COVENANT FOR MAINTENANCE RESPONSIBILITIES:

Section A. Covenant for Maintenance of Roads and Easements. The Association is charged with the duty and responsibility of providing for the maintenance of such Roads as are included in the recorded plat of The Ridge, P.U.D. until such time as said Roads have been approved and accepted for maintenance by the County of Larimer or the City of Fort Collins.

Section B. Covenant for Maintenance of Common Area. The Association is charged with the duty and responsibility of providing for the maintenance of the Common Area owned by the Association as designated on the recorded plat of The Ridge, P.U.D.



Section C. The Association shall maintain such insurance coverage, as a common expense, as it in its sole discretion shall determine from time to time.

2. DELEGATION OF RESPONSIBILITIES:

Section A. Delegation. The Board of Directors of the Association may from time to time enter into such management agreements or arrangements with such persons, firms, or corporations as it shall so elect to perform the duties of the Association and shall pay such compensation for such services as it, in its sole discretion, shall so determine.

ARTICLE V

1. ASSESSMENT FOR COMMON EXPENSES:

Section A. Personal Obligation of Owners for Assessments. The Declarants, for each Lot owned within the Property, hereby covenant, and each Owner for any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the estimated assessments imposed by the Association to meet the Common Expenses attributable to the Property. Assessments for the estimated Common Expenses shall be due monthly or at such other intervals as may be set by the Association from time to time. The Association shall prepare and deliver by mail to each member a statement for the estimated Common Expenses. Contributions for assessments shall be prorated if the transfer of a Lot (membership) commences on a date other than the first of the month.

Section B. Amount of Assessments. Assessments made for the Common Expenses shall be based on the cash requirements deemed to be the aggregate sum the Association shall, from time to time, determine is to be paid by the Owners, including the Declarants, to provide for the payment of all estimated expenses growing out of or connected with the maintenance or operation of the Common Area and the Roads and Easements, which sum may include, among other things, Common Expenses as set forth in Article I, Section H, expenses for management, taxes and special assessments, casualty and public liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs and renovations, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, the payment of any deficit remaining from a previous period, and the creation of a reasonable contingency or reserve, sinking, or surplus fund, as well as other costs and expenses related to the Common Area or to the Roads and Easements.

Section C. Date of Commencement of Assessments. The assessments provided for herein shall commence at the time of the conveyance of the first Lot from the Declarants. The first assessments shall be adjusted according to the number of months remaining in the period for which the assessment is made. The Board of Directors of the Association shall fix the amount of the assessment to be made against each Owner at least thirty (30) days in advance of the assessment period. The due date shall be established by the Board of Directors and set forth in the notice of the assessment.

Section D. Exempt Property. All property dedicated to and accepted by a local public authority, and all properties owned by a charitable or non-profit organization exempt from taxation by the

laws of the State of Colorado shall be exempt from the assessments created herein. However, no lands or improvements devoted to dwelling use shall be exempt from said assessments.

Section E. Provision for Maintenance by Larimer County Commissioners. In the event the Association fails to maintain the Common Area or the Roads and Easements referred to in this Declaration in a reasonable order or condition in accordance with the original plans submitted with the final planned unit development plat, the Board of County Commissioners may, as specified in the Larimer County Subdivision Resolution as adopted by the Larimer County Board of Commissioners on May 17, 1976, Part III, 3-4(5)G, assume the responsibilities and duties of the Association.

#### ARTICLE VI

##### 1. LIEN FOR NONPAYMENT OF ASSESSMENTS:

Section A. Effect of Nonpayment of Assessments; Remedies of the Association. It shall be the duty of each Owner to pay his or its proportionate share of the expenses of administration, maintenance, and repair of the Common Area and the Roads and Easements, and any other expenses set forth in this Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Association. If any Owner shall fail or refuse to make any such payments of the Common Expenses when due, the amount thereof shall constitute a lien on his or its Lot as set forth in the deed of conveyance to him or it, together with its interest in the Common Area; and upon the recording of notice thereof by the Association, such liens shall be constituted upon such Owner's interest in said Lot prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments, and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state, and other state or federal taxes which by law are a lien on the interest of such Owner prior to pre-existing recorded encumbrances thereon, and (b) all sums unpaid on a first mortgage or first trust deed of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of such lien.

Section B. Evidence of Lien. To evidence such lien for unpaid assessments, the Association shall prepare a written notice setting forth the amount, the name of the Owner of the Lot, and a description of the Lot. Such notice shall be signed on behalf of the Association by an officer of the Association and shall be recorded in the office of the Clerk and Recorder of the County of Larimer. Such lien shall attach from the date of recording in the office of the Clerk and Recorder of Larimer County. Such lien may be enforced by the foreclosure of the Association of the defaulting Owner's Lot in like manner as mortgages on real property. The lien provided herein shall be in favor of the Association and for the benefit of all of the members of the Association. In any such foreclosure, the Owner shall be required to pay all the costs and expenses of such proceedings; the costs, expenses, and attorneys' fees for filing the notice of claim of lien; and all reasonable attorneys' fees in connection with such foreclosure. The Owner shall also be required to pay to the Association the monthly assessments for the membership during the period of a foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The



Association, on behalf of the members, shall have the power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. The Association shall send to each first mortgagee a copy of the notice of the lien provided for herein. Any encumbrancer holding a lien on a Lot may, but shall not be required to, pay any unpaid Common Expenses payable with respect thereto; and upon such payment, such encumbrancer shall have a lien on such Lot for the amounts paid of the same rank as the lien of his or its encumbrance.

#### ARTICLE VII

##### 1. OWNERS' OBLIGATION FOR PAYMENT OF ASSESSMENTS:

Section A. Personal Obligation to Pay Assessments. The amount of expenses assessed by the Association against each Owner shall be the personal and individual debt of the Owner at the time the assessment is made. Suit to recover a money judgment for the unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. No Owner may exempt himself or itself from liability for his or its contribution toward the Common Expenses by waiver of the use or enjoyment of the Common Area, Roads and Easements, or by abandonment of his or its Lot.

Section B. Liability of Grantee. The grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his or its proportionate share of expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid to the grantee therefor; provided, however, that upon payment of a reasonable fee not to exceed twenty dollars (\$20) and upon written request, any such prospective grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments, if any, with respect to the subject Lot, the amount of the current assessment and the period that it covers, and the date the said assessment comes due, and credit for advance payments or for prepaid items, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with by the Association within ten (10) days of such request, then such grantee shall not be liable for, nor shall the Lot conveyed be subject to lien for any unpaid assessments against the subject Lot.

#### ARTICLE VIII

THE PROPERTY (THE RIDGE, P.U.D., A PLANNED UNIT DEVELOPMENT SITUATED IN SECTION 3, TOWNSHIP 6 NORTH, RANGE 69 WEST OF THE 6TH P.M. ACCORDING TO THE RECORDED PLAT THEREOF) SHALL BE AND HEREBY IS DECLARED SUBJECT TO THE PROVISIONS OF THIS ARTICLE CONTAINING THE PROTECTIVE COVENANTS, BUILDING RESTRICTIONS, AND ARCHITECTURAL CONTROL COMMITTEE THAT SHALL GOVERN SUCH PLANNED UNIT DEVELOPMENT

1. Land Use and Building Type. No Lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling and private garage, attached or detached. No dwelling shall be erected, altered, or permitted to remain on any Lot unless the ground floor areas thereof, exclusive

of basement, open porches, and garages, shall be not less than 1,400 square feet for a one-story dwelling. The minimum square footage for two-story and other multi-level dwellings shall be determined on a case-by-case basis by the Architectural Control Committee.

2. Building Location. No building shall be located on any Lot nearer to the front Lot line, interior Lot line, or the side street line than the following minimum building set-back lines: (a) Front Lot Line: No building shall be located on any Lot nearer than fifty feet (50') to the front Lot line; (b) Side Lot Line: No building shall be located nearer than twenty feet (20') to any side street line; (c) Interior Lot Line: No structure shall be located on any interior Lot line nearer than fifteen feet (15') to the rear Lot line. For the purposes of this covenant, eaves, steps, and open porches (not roofed) shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

3. Permitted Uses.

(a) No Lot located within the plat of The Ridge, P.U.D., filed with the records of Larimer County, on the \_\_\_\_\_ day of \_\_\_\_\_, 1977, shall be used for other than single-family residential purposes, and such other related purposes as are expressly provided herein.

(b) No tent, trailer, camper, shack, garage, or other outbuilding, or any temporary structure shall be used for human habitation during construction or at any other time.

(c) Dogs, cats, or other household pets, as the same may be defined and in a number as may be determined by the Architectural Control Committee may be kept within the Lots, provided the same are not kept, bred, or maintained for any commercial purposes; and dogs may be kept upon the premises so long as they are securely confined in an enclosure such as a pen, restricted by a suitable lease or chain or fence or having been properly trained at all times within the control of the Owner under voice command and are not running at large. Maintenance of livestock upon the premises shall be upon the following conditions:

(1) Livestock shall be permitted only on Lots 9-31.

(2) A Lot in which livestock are situate shall be maintained in a clean and sanitary condition.

(3) The Lot shall not be over-grazed nor the character of the Lot changed or destroyed.

(4) The animals shall be maintained in a good and husband-like manner; provided, however, that up to one (1) head of livestock per Lot may be maintained on any Lot if the Architectural Control Committee determines that the same are not being maintained in an unusual manner offensive to the Owners of the balance of the Lots within the Property. Outbuildings, if satisfactory to the Architectural Control Committee as provided above, may be erected and maintained for such animals.

(d) No retail, wholesale, manufacturing, or repair business shall be permitted on any Lot or in any living unit. No activity which may be or become an annoyance or nuisance shall be

carried on any Lot or in any living unit or anywhere on the Property. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on the Property except as may be approved in writing by the Architectural Control Committee.

(e) Unless consented to by the Architectural Control Committee, no Lot shall be resubdivided into smaller building sites, nor conveyed or encumbered in any less than the full original dimensions as originally conveyed by the Developer. Nothing herein contained shall prevent the dedication or conveyance of portions of Lots for additional easements for public utilities.

(f) The Owner, other than the Developer, of a Lot shall install a three (3) rail pole, unpainted fence along the full front boundary of his Lot within six (6) months from the time such Lot is deeded to him.

(g) All living units, garages, additions, outbuildings, and sheds shall have shake shingle roofs; no composition singles shall be permitted.

(h) No clearing of trees shall be permitted unless approval has been obtained from the Architectural Control Committee to cut down, clear, and kill any trees on any Lot.

(i) No inoperative automobiles, boats, trailers, or other vehicles shall be stored or allowed to remain upon the premises for more than three (3) days without having first obtained permission from the Architectural Control Committee.

4. Minerals Extraction. No mining or extraction of minerals shall be permitted on any Lot.

5. Refuse and Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage, or any other form of solid, semisolid, or liquid waste. Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary container. All containers or other equipment for the storage or disposal of garbage, trash, rubbish, or other refuse shall be kept inside the residence or shall be individually housed. No trash, litter, or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. Burning of trash will not be permitted.

6. (a) Yard Maintenance. Only native dryland grasses and arid-type trees shall be allowed on Lots 1 through 8 and on Lots 32 through 66.

(b) Appearance of Lots. Each Lot at all times shall be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any Lot so they are visible from any neighboring Lot or street, except as necessary during the period of construction. In the event any structure is destroyed, either wholly or partially, by fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform with these covenants; or if the structure is not to be rebuilt, all remaining portions of the structure, including the foundation and all debris, shall be promptly removed from the Lot.



(c) Storage Tanks and Containers. No elevated tanks of any kind shall be erected, placed, or permitted upon any part of said Property. Any tanks used in connection with any residence construed on said Property, including tanks for storage of gas or oil, must be below ground. All types of refrigeration, cooling, or heating apparatus must be concealed. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.

7. Signs. No signs shall be located on said Lots except signs offering said Property for sale and except signs indicating the use of water for irrigating purposes only or unless approval for such other sign or signs is obtained in writing from the Architectural Control Committee, said Committee reserving the right to disapprove all such request for signs except those described above.

8. Resubdivision. The erection of more than one dwelling per Lot or the residential subdivision of Lots is prohibited unless consent of the Architectural Control Committee and the County of Larimer is first had in writing.

9. Architectural Control. No building shall be erected, placed, or altered on any building Lot, nor shall any wall, fence, or other enclosure be located thereon, until construction plans and specifications, including exterior colors for painted and stained surfaces, plot plan, and roadways have been submitted to and have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of design with surrounding structures, exterior colors, and location with respect to topography and grade.

Two (2) complete sets of plans and specifications with complete detail shall be furnished to the Committee. The Committee reserves the right to reject plans and specifications if it, in its sole discretion, deems them to be insufficient or incomplete. The Committee shall retain one (1) set as part of its permanent files.

10. Membership to Committee. The Architectural Control Committee shall be composed of three (3) members who need not be members of the Association. The original Architectural Control Committee shall consist of Robin H. Jones, Marvin A. Barstow, and Sara Coffield. The membership of said Committee will be appointed thereafter on an annual basis by the Board of Directors of the Association. In the event of a death or resignation of a member of the Committee during the regular term, a replacement will be appointed by the Board of Directors of the Association. The members of the Committee shall not be entitled to any compensation for services performed under this covenant. The Committee shall, however, have the authority to use the services of an architect as consultant and charge a sum not exceeding Fifty Dollars (\$50) for each set of plans and specifications submitted to it for approval to defray the fees of the consultant. The consultant shall not have the right to vote in passing on the plans and specifications.

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

12. Covenants to Run with the Land. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until the \_\_\_\_\_ day of \_\_\_\_\_, 1987, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then Owners of the Lots it is agreed to change said covenants in whole or in part. Provisions for maintenance of Roads and Easements shall not be permitted to lapse with the other covenants unless other provisions are made for the continuation of the maintenance of said Roads and Easements. These Protective Covenants may be modified in whole or in part at any time by a duly written and recorded instrument executed by the then record Owners of two-thirds (2/3) of the Lots.

13. Periods of Enforcibility. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said planned unit development to prosecute any proceedings at law or in equity against the person or persons violating any such covenant, and either to prevent him or them from doing so or to recover damages or other dues for such violation.

14. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

Dated this 2nd day of September, 1977.

Robin H. Jones  
Robin H. Jones

Marvin A. Barstow  
Marvin A. Barstow

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 2nd day of September, 1977, by Robin H. Jones and Marvin A. Barstow.

WITNESS my hand and official seal.

My commission expires: 11-10-78.

James M. Newton  
Notary Public



NOTICE CONCERNING RESTRICTION ON SALE OF LOTS

NOTICE IS HEREBY GIVEN that Lots numbered 1 thru 66  
in THE RIDGE subdivision, the plat for which  
was approved by the Board of County Commissioners for Larimer County  
on June 22, 1977, are subject to a restriction on sale  
pursuant to that certain agreement entered into between the sub-  
divider and the Board of County Commissioners of the County of  
Larimer on October 4, 1977. Said restriction upon sale  
shall remain in full force and effect until specifically released  
in writing by the Board of County Commissioners for Larimer County,  
Colorado.

DATED This 21<sup>st</sup> day of October, 1977.

BOARD OF COUNTY COMMISSIONERS  
OF LARIMER COUNTY

By William L. Lipp  
Chairman



(Subdivider)

Robin H. Jones  
Robin H. Jones  
Mary A. Barstow  
Mary A. Barstow

The foregoing instrument was acknowledged before me this  
16<sup>th</sup> day of September, 1977, by Robin H. Jones & Mary A. Barstow.  
My Commission expires September 14, 1979.



James E. Thompson  
Notary Public

(Seal)