

60 Kryptonite Ct - Westcliffe, CO 81252 - Westcliffe Town

MLS: 2517244 - SFB - Active - \$535,000

MLS #: 2517244
Status: Active
List Price: **\$535,000**
Listing Type: For Sale
Style: 1 story above ground, Contemporary
Subtype: CC&R's-Yes, Site Built, HOA-No
HOA/Month: 0.00 -- Includes:
File #:
Status Changed: 04/14/2025
Org. List Price: \$535,000
Property Type: Single Family Building
Zoning: PUD, Residential



General Listing Information:

Beds:	2	Sq Ft Total:	1,680	Acres:	0.47
Full Baths:	2	Sq Ft Main:	1,680	Lot Sq Ft:	
1/2 Baths:	0	Sq Ft Upstairs:	0	Lot Dim:	
3/4 Baths:	0	Sq Ft Downstairs:	0	Frontage:	
#CarGarage:	2 Attached, Auto Door(s)			Depth:	
Garage Sq. Ft.:	780	Sq Ft Other:	0	Yr Built:	2022
# Carport:	0	Sq Ft Unfinished:	0	Yr Remodeled:	
# Levels:	1 (0 above ground)	Sq Ft Source:	Assessor	Total Rooms:	
Finance Terms:	Cash, Conv., VA	Bsmt Type:	None	Main Bdrm Lvl:	Main

Floorplan & Room Dimensions:

Level	Name	Dims	Ceil.	Remarks	Level	Name	Dims	Ceil.	Remarks
Main	Bath Full	10.3x5.9			Main	Laundry	15.2x10.5		
Main	Bath Full	15.8x8.8			Main	Living	23.7x17.8		
Main	Bedroom	15.2x11.10			Main	Main Bedroom	15.8x14.1		
Main	Dining	11.7x11.5			Main	Storage	5.0x5.3		
Main	Kitchen	12.1x11.5							

Location Information:

Address:	60 Kryptonite Ct - Westcliffe, CO 81252	Elem. School:	Custer County
Area:	Westcliffe Town	Middle School:	Custer County
County:	Custer	Jr High School:	Custer County
Subdivision:	Shadow Ridge	High School:	Custer County
Gate #:		Tax APN #:	0010081425
Legal Desc.:	LOT 25 SHADOW RIDGE PUD	Taxes Annual:	\$1,998.46
Directions:	From 4-way stop in Westcliffe, N on Hwy 69, right on CR 241 (Lake Deweese Rd), 0.3 mi to right on Mineral, first right onto Pyrite, 2nd right onto Kryptonite Court, home on right, sign.		
		GPS:	N38° 8.516' W105° 27.559' 38.14194020 -105.45931000

Construction Information:

Exterior Constr:	Frame, Stucco	Roof Type:	Metal	Foundation:	Slab on Grade
Heating:	Propane- FA	Air Cond.:			

Comments/Remarks: Welcome to Your In Town Mountain Escape

Public Remarks: Just beyond the charm of the rodeo grounds and nestled in the breathtaking Shadow Ridge subdivision, this 2-bed, 2-bath single-level gem is your gateway to serenity in Westcliffe, Colorado! From the moment you arrive, you'll be captivated by views of the Sangre de Cristo mountains from your backyard. Located on a quiet cul-de-sac with no through traffic, this peaceful retreat is just minutes from town and its cozy amenities, with paved road access all the way home. You'll find beautiful finishes in this open concept design, a spacious laundry/mud room, and the warmth of a forced-air furnace. A 1000-gallon buried propane tank services the property. The Anderson Windows, metal roof with snow guard, and heat-traced gutters keep you comfy and taken care of year-round, rain, snow, or shine. The sellers have thoughtfully upgraded this home with brand new appliances, a powerful rooftop solar system, and a \$10,000 patio addition with custom stucco privacy wall, perfect for relaxing, entertaining, or stargazing under Westcliffe's famed Dark Skies! Let's not forget the attached two-car garage. Enjoy all this has to offer in this beautiful small town!

Unbranded Tour: <https://yellow-drone-media-llc.aryeo.com/sites/wemnqrx/unbranded>

Utilities Services:

Utilities: Garbage Collection, Internet: Satellite/Wireless, Legal Access: Yes, Phone: Cell Service, Phone: Land Line, Power: Line On Meter, Propane: Hooked-up, Sewer: Hooked-up, Water: Central Hooked Up

Features:

Features Prop.:	Access- All Year, Cul-de-sac, Dog Run, Gutters & Downspouts, Landscape- Partial, Patio- Covered, Patio- Uncovered, RV/Boat Parking, View of Mountains
Features Int.:	Ceiling Fans, Flooring: Carpet, Flooring: Wood (Veener/Other), Vaulted Ceilings, Walk-in Closets
Appliances:	Dishwasher, Oven/Range, Refrigerator, Washer & Dryer

Listed By: Kimberly Powers - Summit & Main Realty Group

For more information contact: Summit & Main Realty Group - Office: (719) 792-9108



MLS #: 2517244 continued...

If you have any questions or would like more information about this listing or any other listings in the MLS, please contact:

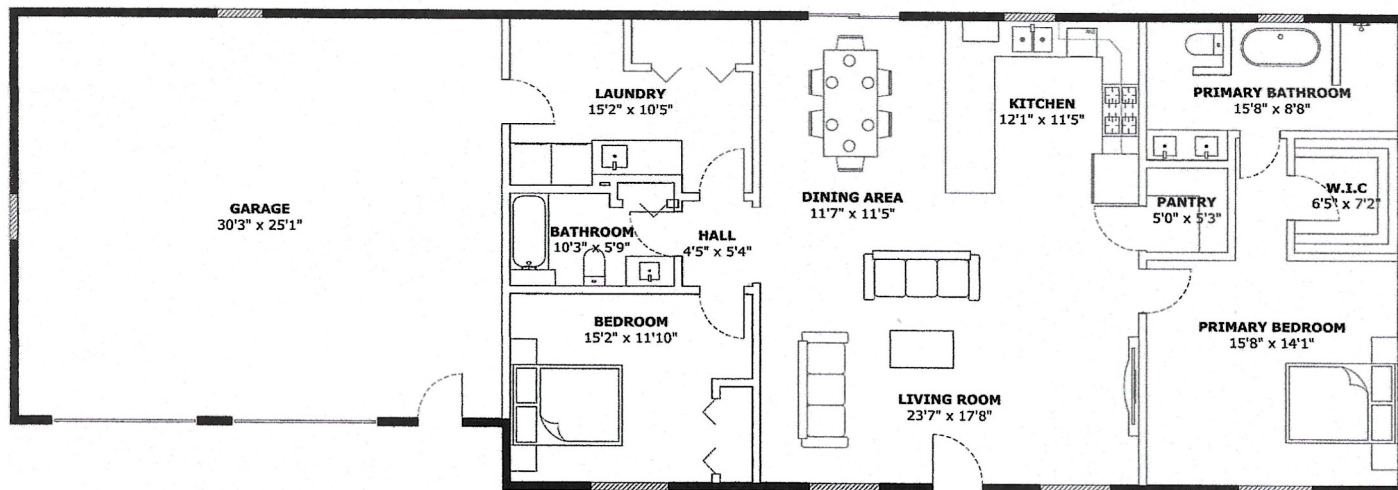





Summit & Main Realty Group
95 Main Street Suite A, PO Box 867
Westcliffe, CO 81252

Office: (719) 792-9108
www.summitandmain.com



**Maps/diagrams for
directional purposes only.
Summit & Main Realty Group**



 WINDOW
 DOOR
 THICK WALL

MAIN FLOOR

60 Kryptonite Ct
 2 Bed | 2 Bath

GROSS INTERNAL AREA
 TOTAL: 1,607 sq ft
 MAIN FLOOR: 1,607 sq ft
 EXCLUDED AREAS: GARAGE: 758 sq ft

All material presented herein is intended for informational purposes only. Information is compiled from sources deemed reliable but is subject to errors, omissions, changes in price, condition, sale, or withdraw without notice. No statement is made as to accuracy of any description. All measurements and square footages are approximate. Exact dimensions can be obtained by retaining the services of an architect or engineer. This is not intended to solicit property already listed.

221656

00221656 Jul 12, 2013 01:22P B: 722 P: 255
Debbie Livensood-Custer County Clerk Colorado

Town of Westcliffe
305 Main Street
Westcliffe, CO 81252

AGREEMENT TO AMEND DEVELOPMENT AGREEMENT FOR SHADOW RIDGE SUBDIVISION

This Agreement is entered into this 2nd day of July 2013 by and between the Town of Westcliffe, Colorado ["Town"], a municipal corporation duly organized and existing under the laws of the State of Colorado, and Shadow Ridge Holdings, LLC, a Colorado corporation duly organized and existing under the laws of the State of Colorado, ["Shadow Ridge"].

BACKGROUND RECITALS

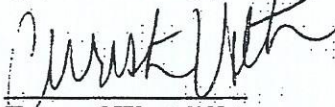
- A. On November 22, 2004, Shadow Ridge and the Town entered into a Planned Unit Development ["PUD"] agreement: "Development Agreement for Shadow Ridge" [attached as Exhibit B to Resolution NO. 2-2004] {hereafter referred to as Development Agreement} to develop a parcel of land annexed to the Town in 2003.
- B. The Development Agreement provided at paragraph 8 that "lots 7 through 9, 12 and 13 shall be limited to" multi-family housing residences.
- C. The Development Agreement provided at paragraph 10 that "[no] certificate of occupancy with respect to any building or structure to be constructed on any lot shall be issued by the Town until the Town, in its sole discretion, has determined that a 5' sidewalk has been constructed on such lot by the lot owner and has been properly attached to the curb and to the sidewalks of adjoining lots, if any."
- D. At the time the Development Agreement was entered into the Town's Land Use Code contained provisions arguably requiring installation of sidewalks at developed sites within the PUD.
- E. Shadow Ridge approached the Town at a public hearing held on June 6, 2006, and requested that the Development Agreement be amended (i) to allow lots 7 through 9, 12 and 13 to be developed as single family residences, and (ii) to eliminate any requirement to install sidewalks at any lot within the PUD.
- F. At the June 6, 2006, public hearing the Town's Board of Trustees apparently approved both requests by Shadow Ridge on the condition that Shadow Ridge provide letters of assent from lot owners in the PUD; and, on the condition that Shadow Ridge filed and recorded an amended subdivision plat deleting any reference to the requirements for sidewalk installations.
- G. Subsequent to the June 6, 2006, public hearing Shadow Ridge provided to the Town the required letters from lot owners assenting to the lot changes and the elimination of the sidewalks requirements and also filed and recorded on or about October 10, 2006, an amended plat for the development deleting sidewalk requirements respecting any lot.
- H. According to the Town's records, the Board of Trustees never subsequently took formal action to execute an amendment to the Development Agreement or to approve the filing and recording of the amended plat by Shadow Ridge in October 2006.

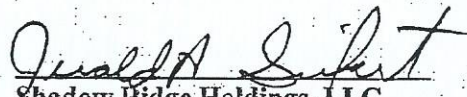
NOW, THEREFORE, the Town of Westcliffe and Shadow Ridge Holdings, LLC, hereby covenant and agree to amend the Development Agreement for Shadow Ridge and to add additional provisions to the Development Agreement as follows:

AGREEMENT

1. The Development Agreement for Shadow Ridge dated November 22, 2004, is amended as follows: (a) paragraph 8 of said Development Agreement is amended to permit subdivision lots 7 through 9, 12, and 13 to be developed as single family residences; and, (b) paragraph 10 of said Development Agreement is deleted in its entirety.
2. Shadow Ridge and the Town further agree that [a] until such time as the Development Agreement for Shadow Ridge is further amended by written agreement signed by the parties, and notwithstanding any provision in the Town's Land Use Code, neither the Town, Shadow Ridge Holdings, LLC, nor any individual lot owner shall have any responsibility whatsoever to install any sidewalk on any lot; [b] the Town shall have the sole discretion to authorize the installation of any sidewalk on or adjoining any lot in the subdivision on whatever terms and conditions the Town may require; and, [c] the Town shall have no responsibility whatsoever to maintain or improve any sidewalk installed.
3. In the event Shadow Ridge Holdings, LLC or any lot owner desires to install a sidewalk, any party desiring to do so shall obtain prior approval from the Town upon terms and conditions the Town, in its sole discretion, may require, including but not limited to obtaining any building permit that may be required.
4. It is Shadow Ridge's sole responsibility to inform in writing all current and prospective lot owners, whether by covenants adopted and recorded or otherwise, that the Town has no responsibility of any nature whatsoever to install any sidewalks in the PUD or to maintain or improve any sidewalks that Shadow Ridge or any lot owner may install now or in the future.
5. In consideration of the agreements set forth herein, and the Town's willingness to assist Shadow Ridge in the development of its PUD by allowing certain lots to be developed as single family residences and eliminating the sidewalks requirement, Shadow Ridge agrees to indemnify and hold harmless the Town, its elected officials, agents, and employees from any claims or causes of action that may be asserted against any of them, now or in the future, that refer or relate to, or concern the installation or approval of the installation of any sidewalk within the PUD, including but not limited to an agreement to indemnify the Town, its elected officials, agents, and employees for any attorney fees or costs that may be incurred in defending against or responding to any such claims or causes of action.
6. The Town agrees, at its expense, to take whatever formal action may be required by the Board of Trustees to approve and adopt this agreement; and to approve the amended plat filed by Shadow Ridge in October 2006. Shadow Ridge agrees, at its expense, to record this agreement in the County's records, once the agreement is formally approved and adopted by the Town, and to provide a copy of the stamped recorded agreement to the Town.

ACCEPTED AND AGREED TO:


Town of Westcliffe
Christy Veltrie, Mayor


Shadow Ridge Holdings, LLC
Jerold A. Seifert, Managing Member

200451

**DEVELOPMENT AGREEMENT
for
SHADOW RIDGE**

This Agreement is entered into this 22nd Day of November, 2004, by Shadow Ridge Holding, LLC, Robert G. Veltrie and Christina L. Veltrie ("Developer") and the Town of Westcliffe, a municipal Corporation organized and existing under the laws of the State of Colorado ("Town.")

RECITALS

1. Developer is the owner of a tract of land within the town limits of the Town more particularly described on Exhibit A, consisting of one page, attached hereto and incorporated by reference ("the Property.")
2. Developer has applied to the Town for approval of a subdivision to be called Shadow Ridge. Developer wishes to develop the Property for sale for certain uses authorized in the PUD zone as set forth on the plat identified in Recital 4, below.
3. Under the provisions of Westcliffe Code §10-3-8.A, Developer is required to enter into an agreement with the Town relating to the installation by Developer of improvements and utilities ("the Improvements") and for the provision of security to the Town to assure the Town that the Improvements will be completed pursuant to this agreement.
4. The plans and specifications on file with the Town and prepared by Crabtree Group, Inc. Work Order Number 03021, consisting of 32 sheets, dated May 17, 2004, the Plat for the Property prepared by Shy Surveyors & Assoc., Job Number 02210, dated September 3, 2004, the plans for underground electrical service to the Property to be prepared by Aquila Networks, and the plans for installation of underground telephone lines to be prepared by CenturyTel (the "Plans and Specifications") are made a part of the Agreement.

In consideration of the above recitals and the promises and terms set forth below, the parties agree as follows:

AGREEMENT

5. Developer shall install at its own cost and expense the Improvements in accordance with the Plans and Specifications and which comply with State law and the Westcliffe Code.
6. Prior to the commencement of the Improvements, Developer shall deliver to the Town a fully executed copy of any contract Developer has accepted to construct any element of the Improvements.

7. Upon completion of streets, drainage, retention and detention areas and the installation of power, telephone and cable television lines and water and sewer lines (Utilities). Developer shall deliver to the Town as-built drawings showing the location of all such Utilities.

8. Prior to the sale of any lots in Shadow Ridge, Developer shall prepare and deliver to the Town for recording a fully executed Declaration of Covenants in a form to be approved by the Town, in its sole discretion, which shall include provisions in substantially the following form:

"Resubdivision. No parcel shall be re-subdivided."

"Uses.

Lot 1 shall be limited to the following uses: .11 and .12, .17, .21, .24, .26 through .33, .35 through .49;

Lots 2 through 6 shall be limited to the following uses: .11 and .12, 21, .26 through .36, .38 and .39, .43 through .49;

Lots 7 through 9, 12 and 13 shall be limited to the following use: 03;

Lots 10, 11 and 14 through 109 shall be limited to the following uses: .01;

all as set forth in Table 1 of §10-2-3 of the Town of Westcliffe Land Use Code."

"Amendments. No amendment to these covenants shall change uses authorized within the subdivision unless first approved by the Town of Westcliffe."

9. Developer shall not sell any individual lot, and no lot owner, whether Developer or any other owner, may obtain a building permit for any lot, until the Improvements have been completed in accordance with the Plans and Specifications, as determined by the Town in its sole discretion, and the Declaration of Covenants has been recorded.
10. No certificate of occupancy with respect to any building or structure to be constructed on any lot shall be issued by the Town until the Town, in its sole discretion, has determined that a 5' wide sidewalk has been constructed on such lot by the lot owner and has been properly attached to the curb and to the sidewalks of adjoining lots, if any. The sidewalk shall be 4" thick, except that such sidewalk shall be thickened to 6" for a minimum width 16' in the location of every driveway onto said lot. Unless Developer is the party seeking a certificate of occupancy, construction of such sidewalks is not Developer's responsibility.
11. Developer may install above the road at the entrances to the subdivision on Mineral Road entry signs that shall not exceed 120 square feet in area. Supporting structures for any such entry sign, including any adjacent walls, fences and posts shall be permitted and constructed in accordance with applicable Town codes at the time of permitting and construction.

12. Any notice required by this Agreement shall be in writing and shall be effective as follows:
 - a. If by registered or certified mail, when deposited in the United States mail, addressed to Developer at Box 305, Westcliffe, Colorado 81252 or the Town at Box 406, Westcliffe, Colorado 81252, with postage thereon prepaid;
 - b. If by personal delivery or service, upon delivery or service;
 - c. If by email to the Town, when transmitted to the Town at westttown@ris.net;
 - d. If by facsimile, upon transfer of the facsimile to the Town at 719.783.2943;
 - e. Either party may notify the other as set forth above of a change of address or place for delivery of notices.
13. This Agreement embodies the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement, and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties.
14. This Agreement shall not be amended except in writing with the same formalities as this Agreement.
15. This Agreement shall be recorded in the records of Custer County, Colorado and shall run with the land and be binding upon and inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
16. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of the Town's legislative, governmental or police powers to promote and protect the health, safety or general welfare of the Town or its inhabitants.
17. The parties are independent contractors, and nothing in this Agreement shall be construed as creating a partnership or joint venture between them.
18. No employee, agent, official or member of the Board of Trustees of the Town shall be personally liable to Developer for any amount which may become due to Developer as a result of this Agreement.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

Town of Westcliffe

Shadow Ridge Holdings, LLC

Mayor

Title

Member - MGR



Robert G. Veltrie

Christina L. Veltrie

DEVELOPMENT AGREEMENT
for
SHADOW RIDGE
Page 4 of 6

STATE OF COLORADO }
County of Custer }

SS:

The foregoing instrument was acknowledged before me this 22 day of November, 2004, by Gerald A. Seifert as member of Shadow Ridge Holdings, LLC.

Witness my hand and official seal.

My commission expires 4/10/08



Debbie Livengood
Notary Public

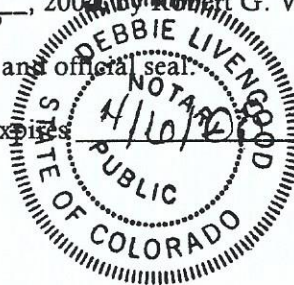
STATE OF COLORADO }
County of Custer }

SS:

The foregoing instrument was acknowledged before me this 19 day of January, 2004, by Robert G. Veltrie.

Witness my hand and official seal.

My commission expires 4/10/08



Debbie Livengood
Notary Public

STATE OF COLORADO }
County of Custer }

SS:

The foregoing instrument was acknowledged before me this 19 day of January, 2004, by Christina L. Veltrie.

Witness my hand and official seal.

My commission expires 4/10/08



Debbie Livengood
Notary Public

DEVELOPMENT AGREEMENT
for
SHADOW RIDGE
Page 5 of 6

EXHIBIT A

A parcel of land in Sections 17 and 18, Township 22 South, Range 72 West of the 6th P.M., Town of Westcliffe, County of Custer, State of Colorado, more particularly described as follows:

Beginning at the Northwest corner of said Section 17; thence on the following 9 courses:

1. S 89° 20'38" E, on the North line of the Northwest 1/4 of said Section 17, a distance of 2182.97 feet to intersect the Westerly right of way line of Custer County Road Number 233;
2. S 40° 00'22" E, on said Westerly right of way line, a distance of 664.56 feet to intersect the East line of the Northeast 1/4 of the Northwest 1/4 of said Section 17;
3. S 00° 05'35" E, on said East line, a distance of 796.97 feet to the Southeast corner thereof;
4. N 89° 50'45" W, on the South line thereof, a distance of 1309.64 feet to the Southwest corner thereof;
5. N 89° 51' 11" W, on the South line of the Northwest 1/4 of the Northwest 1/4 of Section 17, a distance of 1309.49 feet to the Southwest corner thereof;
6. N 00° 22'16" E, on the West line thereof, a distance of 283.04 feet;
7. N 85° 46'57" W, a distance of 267.56 feet to intersect the Easterly right of way line of Custer County Road Number 241;
8. N 09° 10'15" E, on said Easterly right of way line, a distance of 1035.16 feet to intersect the North line of the Northeast 1/4 of the Northeast 1/4 of said Section 18;
9. S 89° 43'43" E, on the North line thereof, a distance of 107.94 feet to the point of beginning of the herein described parcel of land.

200478

00200478 Jan 25, 2005 10:46:00A Pg: 515 P: 185
Debbie Livenood-Custer County Clerk Colorado

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SHADOW RIDGE SUBDIVISION**

THIS DECLARATION OF Shadow Ridge Subdivision (the "Declaration") is made as of 1-25, 2005, by Shadow Ridge Holdings, LLC, a Colorado Limited Liability Company (the "Declarant").

RECITALS

- A. Declarant is owner of that certain real property located in the County of Custer, Colorado, more particularly described on the attached Exhibit A (the "Property").

ARTICLE 1

DECLARATION

Section 1.1 Declaration. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property.

ARTICLE 2

NAME, DIVISION INTO LOTS

Section 2.1 Name. The name of the Project is Shadow Ridge Subdivision.

Section 2.2 Number of Lots. The maximum number of Lots in the Project is one hundred nine (109). Re-subdivision – No Lot shall be re-subdivided.

Section 2.3 Identification of Lots. The identification number of each Lot is shown on the Plat.

2.3(1) Any instrument affecting a Lot may describe it by its Lot number, Shadow Ridge Subdivision, County of Custer, State of Colorado.

ARTICLE 3

USE RESTRICTIONS

Section 3.1 Refuse piles or other unsightly objects or materials shall not be allowed to be placed or to remain upon the Properties.

Section 3.2 No commercial type vehicles and no trucks shall be parked on the Properties except while engaged in transport. For the purposes of this covenant, a vehicle



with two (2) ton or less weight capacity, shall not be deemed to be a commercial vehicle or truck.

Section 3.3 No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be disposed of in a sanitary manner.

Section 3.4 No manufactured home structure may be placed on any lot in the subdivision except manufactured homes as defined by C.R.S. Section 31-23-301(5)(a) may be placed on Lot 10, Lot 11, Lots 14 through 20 inclusive, and Lots 56 through 72 inclusive.

Section 3.5 Setbacks. No structure may be erected within the following setbacks:

Lots 1 through 6	Sides, rear and front are 20 feet
Lots 7, 8, 9, 12 and 13 unless on	Front 20 feet sides and rear are 10 feet subdivision boundary then match easement (15 feet).
Lots 10, 11 and 14 through 109	Front 25 feet, sides and rear are 10 feet unless on subdivision boundary then match easement (15 feet).

Section 3.6 Nuisances. No owner shall cause or allow the origination of excessive odors or sounds from his parcel. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on his parcel.

Section 3.7 Motor Vehicles. No motorized vehicle which is either non-operational or non-licensed shall be kept or stored on any parcel, unless said vehicle is kept or stored in a fully enclosed building. The owner may park or store operational and licensed automobiles on their lots outside fully enclosed buildings. Automobile, as that term is used in these restrictive covenants, shall only include noncommercial passenger vehicles up to and including vehicles rated three quarters of a ton. Commercial vehicles rated over two ton shall not be parked or kept on the streets or lots of the subdivision under any circumstances.

Section 3.8 Temporary Residences. No structure of temporary character, recreational vehicle, camper unit, trailer, basement, tent or accessory building shall be used on any lot as a residence.

Section 3.9 Exterior Lighting. Exterior lighting shall be adequately hooded and of a type deemed "night sky friendly".

Section 3.10 All equipment and materials located on Lot 1 and Lot 6 shall be kept in a fully enclosed structure or behind a fence or screen from public view.

Section 3.11 Allowed Uses:

Lot 1 shall be limited to the following uses: (.11) Public parks, (.12) Automobile service stations, (.17) Veterinary hospitals and kennels, (.21) Radio broadcasting stations, (.24) Lumber mills, (.26) Retail establishments entirely enclosed within a structure, (.28) Banks and financing associations, (.29) General offices, (.30) Public buildings, (.31) Hotels, (.32) Motels, (.33) Eating and drinking places, (.35) Theaters and auditoriums, (.36) Parking lots, (.37) Dwelling unit(s) above, below or behind a business, (.38) Rental of goods with a weight of no more than 200 pounds, (.39) Repair garages, (.40) Automobile sales, rental and service, (.41) Agricultural equipment sales and service, (.42) Building material and lumber sales, (.43) Public utility stations, (.44) Bowling alleys, (.45) Trucking and storage operations, (.46) Maintenance shops, (.47) Equipment rental establishments, (.48)

Wholesale and distribution, (.49) Manufacturing, (.27) Personal service establishments entirely enclosed within a structure

Lots 2, 3, 4, 5, and 6 shall be limited to the following uses: (.11) Public parks, (.12) Automobile service stations, (.21) Radio broadcasting stations, (.26) Retail establishments entirely enclosed within a structure, (.27) Personal service establishments entirely enclosed within a structure, (.28) Banks and financing associations, (.29) General offices, (.30) Public buildings, (.31) Hotels, (.32) Motels, (.33) Eating and drinking places, (.34) Drive-in eating and drinking places, (.35) Theaters and auditoriums, (.36) Parking lots, (.38) Rental of goods with a weight of no more than 200 pounds, (.39) Repair garages, (.43) Public utility stations, (.44) Bowling alleys, (.45) Trucking and storage operations, (.46) Maintenance shops, (.47) Equipment rental establishments, (.48) Wholesale and distribution, (.49) Manufacturing.

Lots 7, 8, 9, 12 and 13 shall be limited to the following uses: Multiple family dwelling.

Lots 10, 11 and 14 through 109 inclusive shall be limited to the following uses: Single family dwellings.

Section 3.12 Residences will be allowed on commercial lots as long as they are a maximum of 2000 square feet and are integrated with the commercial building.

ARTICLE 4

DURATION OF COVENANTS AND AMENDMENT

Section 4.1 Term. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, subject to this Article 4.

✓ Section 4.2 Amendment. This declaration, or any provision of it, may be amended at any time by Owners owning not less than sixty-seven percent (67%) of the Lots. No amendment to these covenants shall change uses or boundaries authorized within the subdivision unless first approved by the Town of Westcliffe.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1 Enforcement. Except as other wise provided in this declaration, the Declarant or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration. The prevailing party will be entitled to recover costs, including attorney fees.

Section 5.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Manager of Shadow Ridge Holdings, LLC,
(the Declarant") has hereunto set his hand and seal this 25th day of January,
2005.

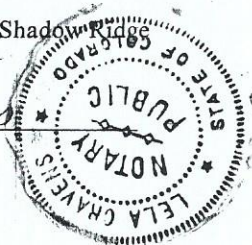
Jerald A. Seifert
Shadow Ridge Holdings LLC
By Its Manager: Jerald A. Seifert

State of Colorado)
County of Custer) ss.

Subscribed and sworn to before me by Jerald A. Seifert, Manager of Shadow Ridge
Holdings LLC this 25th day of January, 2005.

My commission expires: 02/26/07

Lela Chavens
Notary Public



204762

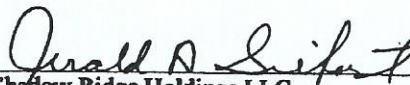
**FIRST AMENDMENT TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SHADOW RIDGE SUBDIVISION**

The Declaration of Covenants, Conditions and Restrictions of Shadow Ridge Subdivision recorded January 25, 2005, in Book 515 at Page 185, records of Custer County, Colorado, Clerk and Recorder, with respect to the real property situate in Custer County, Colorado, are hereby amended as follows: The following section is inserted:

Section 3.13 – Building Construction. The following design and construction standards apply to all structures within Shadow Ridge Subdivision:

- (a). minimum roof pitch is 4/12;
- (b). minimum depth of eaves is 12 inches;
- (c). approved exterior sidings are Log, Whole logs, Cedar Wood, Stucco (earth tones);
- (d). minimum square footage of the main living quarters exclusive of garages and outdoor decks is 1200 square feet, out buildings match house in appearance.

IN WITNESS WHEREOF, this instrument is hereby executed by Declarant, owner of record of more than 67% of all parcels of Shadow Ridge Subdivision, this 6 day of June, 2006.


Shadow Ridge Holdings LLC
By Its Manager: Jerald A. Seifert

State of Colorado)
) ss.
County of Custer)

Tammy Parsons



My Commission Expires 4/22/07