

MASTER DECLARATION FOR
GLACIER VIEW MEADOWS

KNOW ALL MEN BY THESE PRESENTS: That this Master Declaration of Protective and Design Covenants made this 2nd day of November, 1972 for all such lots, tracts or subdivided areas filed in the records of Larimer County, Colorado, and known as Glacier View Meadows, as may be designated by this Master Declaration or any Supplemental Declarations which may be recorded in addition hereto affecting separate plat filings of Glacier View Meadows setting forth specific regulations within each separate subdivision plat filing, which together with this Master Declaration shall constitute the Protective and Design Covenants of Glacier View Meadows.

NOW THEREFORE, in consideration of the acceptance hereof by the purchasers and grantee(s), their executors, administrators, successors, and assigns and all persons or concerns claiming by, through or under such grantees of deeds to such lots or parcels in Glacier View Meadows Subdivisions as may be designated by the subdivider and which shall adopt these covenants. It is hereby declared that each and every person who shall be or who shall become owners of any of said lots that said lots, in addition to the regulations of the County of Larimer, State of Colorado, shall be and are hereby bound by the covenants set forth in these presents and that the property to which these restrictions are applicable shall be held and enjoyed, subject to and with the benefit and advantage of the restrictions, limitations, conditions and agreements as set forth in this Master Declaration and any Supplemental Declarations hereto.

Glacier View First Filing, and Glacier View Meadows Subdivision, Filings 2 through 12, situate in Sections 13, 14, 15, 22, 23, 24, 25, 26 and 36, Township 9 North Range 72 West of the 6th P.M. and Sections 19, and 30, Township 9 North Range 71 West of the 6th P.M. Larimer County Colorado.

I. PURPOSES

1.1 General: This Master Declaration or any Supplemental Declaration as may be applied to lots, tracts or subdivided areas in Glacier View Meadows is designed for the purposes of providing for the preservation of the values and amenities of Glacier View Meadows, to establish certain standards so as to secure the full benefit and enjoyment of an individual's home and/or property, to insure the lasting beauty and investment value of the area and to provide for the maintenance of open spaces and other common facilities.

1.2 Particular: This Declaration and all applicable Supplemental Declarations are executed to define and describe certain provisions, covenants, conditions, and restrictions which may be made applicable to some or all property in Glacier View Meadows; to provide for adequate management to perform certain obligations with respect to some or all of the property within Glacier View Meadows; and to establish the manner and extent to which property may be made subject to the provisions set forth in this Declaration or may be subject to additional or different provisions, covenants, conditions and restrictions and to establish the effect of such.

II. DEFINITIONS

2.1 Definitions in General: For purposes of this Declaration and all Supplemental Declarations, certain terms and words are herein defined. Words used in the present tense include the future, words in the singular number include the plural, and words in the plural include the singular. The word "shall" is mandatory and not permissive; the word "structure" includes the word "building". The following additional words and phrases shall have the following meanings:

*Glacier View Road & Res Assoc
1417 Green Mtn Dr
Larimer Co 80536*

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2.2 Architectural Control Committee: The Committee appointed by the Board of Directors of the Glacier View Road and Recreation Association for the purpose of maintaining a style and nature of building design which is architecturally harmonious with the physical character of the area.

2.3 Association: Association shall mean Glacier View Meadows Association, Inc., a Colorado corporation not for profit, to be formed and incorporated to be and constitute the Association to which reference is made in the Declaration and to further the common interests of some or all owners of any real property which may become subject to the provisions of this Declaration or in any amendments or supplemental declarations made hereto.

2.4 Building: See Structure.

2.5 Committee: The Architectural Control Committee for Glacier View Meadows.

2.6 Common Open Space: Common Open Space shall mean any parcel of property designated on a recorded plat or described in a recorded instrument which is clearly identified and designated as "Common Open Space".

2.7 Condominiums: Any building constructed where certain lands and/or improvements are held in common ownership by participating individuals under mutual agreement as governed by the laws of the condominium Ownership Act of the State of Colorado, or other applicable laws, or by mutual agreement between the parties.

2.8 Declaration: Declaration shall mean this document and any amendments or supplemental declarations made thereto.

2.9 Dwelling: Any structure or portion thereof which is designed and used exclusively for residential purposes.

2.10 Dwelling-Multiple Family: A structure consisting of two or more dwelling units.

2.11 Dwelling-Single Family: A structure consisting of one dwelling unit.

2.12 Dwelling Unit: One or more rooms in a dwelling designed for occupancy by one family.

2.13 Grade Level: The average of the ground levels of a lot, prior to construction thereon, measured at the center of all walls of a building.

2.14 Landscaped Easement: Landscaped easement shall mean any portion of any lot or other parcel of property designated on a recorded plat or described in a recorded instrument as "Landscaped Easement".

2.15 Lot: A lot shall mean any parcel of property shown on a recorded plat as a lot tract or parcel or so described in a recorded instrument. The term lot is in contradistinction to land identified on any recorded plat or described in any recorded instrument as common open space, landscaped easement, easement, or right-of-way.

2.16 Off Street Parking Space: Off-street parking shall be of two classifications: (1) Surface off-street parking; (2) covered or underground off-street parking. An off-street parking space shall consist of the following area requirements:

2 (1) A surface off-street parking space shall consist of at least 200 square feet of area for parking of the vehicle and snow storage. In addition, adequate space shall be provided to allow for proper ingress, egress and vehicle maneuvering; however, the gross area requirements for off-street parking shall consist of not less than 400 square feet per parking space.

(2) A covered or underground off-street parking space shall consist of at least 200 square feet of area for parking of the vehicle. In addition, adequate space shall be provided to allow for proper ingress, egress, vehicle maneuvering; however, the gross area requirements for off-street parking shall consist of not less than 300 square feet per parking space.

2.17 Property: Property shall mean any land or improvements which now or may hereafter be subject to this Declaration including lots, tracts or parcels and any other property under any other designation, including public or private streets, roads, easements or ways and including any and all improvements on any of the foregoing.

2.18 Structure: Any building constructed or erected for the support, shelter or enclosure of persons, animals or chattels, but not including fences, walls used as fences or retaining walls less than six (6) feet in height, but shall include swimming pools.

2.19 Structure Alteration: Any change in the supporting members of a building, such as bearing walls, partitions, columns, beams, girders or any complete rebuilding of the roof or exterior walls.

2.20 Structure Height: The vertical distance of all walls of a structure measured from the grade level of a lot, prior to construction thereon, to the highest point of the roof surface exclusive of chimneys, ventilators, pipes and similar apparatus.

2.21 Subdivider: Subdivider shall mean Glacier View Meadows, a Limited Partnership; any successor or assign of Glacier View Meadows, a Limited Partnership, under an instrument specifically designating such successor or assign as a successor or assign under this Declaration.

2.22 Variance: Any exception to the provisions of this Declaration specifically authorized in writing by the Board of Directors of the Glacier View Road and Recreation Association or the Architectural Control Committee.

2.23 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

III. PROPERTY SUBJECTED TO DECLARATION PROVISIONS

3.1 Regulated Property: Any real property which has heretofore, is now, or may hereafter be subdivided by plat filed in the records of Larimer County, Colorado, in the name and style of Glacier View Meadows and specifically made subject hereto and by reference adopting the provisions hereof.

3.2 Supplemental Declaration: Any real property may be made subject in whole or in part to any or all of the provisions, covenants, and restrictions of this Declaration by the recording, in the office of the County Clerk and Recorder of Larimer County, Colorado, or an instrument (hereinafter called a Supplemental Declaration) executed by the subdivider, describing the property, and stating

A that, except as may be specifically stated in such Supplemental Declaration, and such provisions shall be effective upon the recording thereof.

IV. ARCHITECTURAL CONTROL

4.1 Architectural Control Committee: The Architectural Control Committee has been created for the purpose of maintaining within Glacier View Meadows a general character of development, a style and nature of building design and compatibility of visual appeal which is homogeneous to the area's natural features and aesthetically pleasing within the physical setting.

Membership of the Architectural Control Committee shall be comprised of not less than three (3) members appointed by the Board of Directors of the Glacier View Road and Recreation Association. Each member shall serve a two (2) year term and shall be appointed by the Board of Directors no later than three (3) months after the annual meeting of the Association. The initial committee members may be appointed by the Board of Directors within sixty (60) days after the approval of this amendment. The Board of Directors may vary the term of appointment from one (1) to two (2) years for those members initially appointed to the Committee. Thereafter, each vacant committee position shall be appointed by the Board of Directors for a two (2) year term.

In the event of the death or resignation or removal of any member of the Committee, the Committee may appoint an interim successor to serve until the Board of Directors has appointed a successor member.

Each Committee member may be reimbursed by the Association for any actual costs incurred by the member and approved by the Board of Directors.

The Board of Directors shall have authority to remove any member of the Architectural Control Committee.

4.2 Right to Make Rules, Regulations and Grant Variances: The Architectural Control Committee may, but shall not be required to adopt reasonable rules and regulations, hold, fix the time and place of its meetings, appoint a chairman and secretary. It shall remain the prerogative and in the jurisdiction of the Committee to review applications and grant approval for exceptions to this declaration. Variations from these requirements and restrictions may be made only when it determines that such exceptions and variations do not in any way detract from the appearance and aesthetic qualities of the premises, and if it determines that such exceptions and variances are not in any way detrimental to the general public health safety or welfare, the Committee among others may provide for enforcement of the rules and regulations as set for in this declaration through injunctive relief, or otherwise.

4.3 Duties of the Architectural Control Committee: No building shall be erected or altered until the construction plans and specifications regarding quality of workmanship, type of materials and harmony of external design shall have been approved by the Architectural Control Committee. Also, a site plan shall be submitted to said Architectural Control Committee for their approval, showing the location of the proposed structure upon the lot as well as the location of said proposed structure with respect to topography, finish grade elevation and any existing structures on or adjacent to said lot.

Should the Architectural Control Committee, its successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot in Glacier View Meadows within thirty (30) days after written request thereof, then such approval shall not be required, provided, however, that no

5 building or other structure shall be erected or be allowed to remain on any lot which violates any of the covenants or restrictions contained herein. The issuance of a building permit or license, which may be in contravention of these protective covenants, shall not prevent the Architectural Control Committee from enforcing these provisions.

4.4 Legal Responsibility and Enforcement: It shall be lawful, in the event of a breach of any of the covenants or conditions of the Declaration, for the owner of any lot in Glacier View Meadows to institute, maintain and prosecute any proceedings at law, or in equity against the person violating any of the provisions of this Declaration for injunctive relief and specific performance thereof, or to recover damages for the violation thereof.

4.5 Indemnification: The Architectural Control Committee shall be held harmless from all liability, loss, cost, damage and expense, including attorney's fees, arising with respect to the enforcement of this Declaration.

4.6 Dwelling Size: Each dwelling unit shall occupy a minimum floor area for living purposes actually and fully enclosed within the structure of not less than 800 square feet. In computing such minimum area, the area of open porches, carports and garages shall not be included.

4.7 Building Location: The location of any building upon a lot shall be with the approval of the Architectural Control Committee, and no building shall be placed so as to interfere with any easements.

4.8 Time For Construction: At the time plans and specifications receive approval from the Architectural Control Committee, the prospective builder shall proceed diligently with construction of said building, and the same shall be completed within a maximum period of twelve (12) months time from the date of commencement; excepting however, that this period may be extended as may be deemed reasonable by the Architectural Control Committee if said extension is made necessary by reason of inclement weather, inability to obtain material, strikes, acts of God, etc.

4.9 Building Exterior: The surface material, color and finished appearance of all buildings or structures shall be approved by the Architectural Control Committee.

4.10 Roof Appurtenances: No air-conditioning units, evaporative cooler or other object other than a radio or T.V. antenna shall be placed upon the roof of any dwelling or building except or unless such air-conditioning unit is architecturally concealed from view and plans for concealment have been submitted to and approved by the Architectural Control Committee.

4.11 Water and Sewage Disposal: All water, wells and sewage disposal systems placed upon any lot shall comply with the requirements of the State of Colorado Health Department and the health department of Larimer County, Colorado. Any residence constructed on any lot shall, if so permitted, be connected with any public or community water or sewage disposal system which may hereafter be formed or created to serve the subdivision so long as said public system is in existence and makes service available to the lot.

4.12 Clearing of Trees: Approval shall be obtained from the Architectural Control Committee to cut down, clear, or kill any trees on any lot. Further, each and every owner agrees that all the trees cleared by him will be disposed of in such a way that all lots whether vacant or occupied by dwellings, shall be

4 kept free of accumulations of brush, trash or other materials which may constitute a fire hazard or render a lot unsightly, provided, however, that this shall not operate or restrict owners from storing fireplace wood in neat stacks on their lots.

4.13 Grading: Under no circumstances shall the owner of any lot disturb the natural soil or grasses unless he immediately thereafter constructs upon, paves, gravels or replants such area with ground cover approved by the Architectural Control Committee. A grading plan shall be presented to the Architectural Control Committee for their approval prior to commencing construction of any dwelling unit on any lot and no additional grading on any lot shall be permitted without prior approval by the Architectural Control Committee.

4.14 Unnatural Drainage: Under no circumstances shall any owner of any lot be permitted to deliberately alter the topographic conditions of his lot in any way that would permit unusual additional quantities of water from any source, other than what nature originally intended, to flow from his property onto any other property or public right-of-way.

4.15 Temporary Residences: No structures of a temporary character, trailer, basement, tent or accessory building shall be used on any tract as a residence, except that one trailer, tent or pick-up camper may occupy a lot for a period not to exceed six (6) months during any calendar year.

4.16 Private Automobiles and Other Vehicles or Machinery: No inoperative private automobiles and other vehicles or machinery shall be placed and remain on any building site for more than 48 hours unless stored or parked in a garage or carport. However, this covenant shall not be applicable for equipment being used in conjunction with construction of a dwelling unit upon a lot.

4.17 Nuisance: Nothing shall be done or permitted on any lot which may or become annoying or a nuisance to the neighborhood. No obnoxious or offensive activities or commercial business or trade shall be carried on upon any tract except professional offices such as that of a doctor, lawyer, dentist or engineer may be maintained within the main dwelling upon the specific approval of the Architectural Control Committee in ease case.

4.18 Refuse and Rubbish: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. No tract or easement shall be used or maintained as a dumping ground for rubbish unless so delineated as such on the plat. All containers or other refuse shall be kept in a neat, clean, sanitary condition. Burning of trash shall be permitted only in containers designated for that purpose and at such time of the year as it shall not constitute a fire hazard.

4.19 Signs: No sign of any character shall be displayed or placed upon any of the lots in Glacier View Meadows except one professional sign of not more than three (3) square feet in area per side advertising a home occupation, property for sale, house numbers, occupant's name, or signs used by a builder approved in writing by the subdivider to advertise the property during the construction and sales period. All signs are subject to approval of the Architectural Control Committee.

4.20 Animals: No animals, livestock, or poultry of any kind shall be housed, raised or kept on any lot, either temporarily or permanently, except that commonly accepted domestic household pets but not including horses, may be kept, provided they are not kept or maintained for any commercial purposes, and are not

a nuisance to adjoining property owners. 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 leash or chain or having been property trained are at all times within the control of the owner under voice command and are not running at large. Horses or other farm animals may be kept in certain filings of Glacier View Meadows as may be indicated by the subdivider.

4.21 Fences: No fences shall be erected or installed unless the owner of the lot can show specific cause and necessity for installation of a fence and receive approval for installation of said fence from the Architectural Control Committee. Under no circumstances shall a fence be installed unless its location on the lot and the materials from which it is to be constructed are approved by the Architectural Control Committee or as may be set forth in a Supplemental Declaration.

4.22 Commercial Vehicles: No commercial-type vehicles and no trucks shall be stored or parked on any building site or tract except in a closed garage, nor parked on any road or accessway except while engaged in transportation to or from a dwelling. For the purpose of this Declaration, a 3/4 ton or smaller vehicle, commonly known as a pickup truck shall not be deemed to be a commercial vehicle or truck.

4.23 Re-subdividing: No further subdivision of any tract as shown on the plat shall be permitted except on the prior approval of the Architectural Control Committee.

4.24 State of Property Repair and Failure to Make Repairs: All property owners, for the benefit of the general health, safety, and welfare of the general public, must keep their property in a sound state of repair which is complimentary to the area and in equal or better repair than adjacent properties. Any owner of property who, in the opinion of the Architectural Control Committee does not keep his property and improvements thereon in a sound state of repair, said Committee may give notice to the property owner in writing, listing the specific improvements to be made and recommending that said property and improvements be brought up to a good state of repair. If after thirty (30) days from notification the recommended improvements have not been made, said improvements may be made at the owner's expense plus ten (10) percent of the actual cost of repair. Said repair costs shall be charged to the property as a lien thereon.

V. SUPPLEMENTARY PROVISIONS

5.1 Duration of Restrictions: The foregoing agreement, covenants, restrictions, conditions and supplements or amendments thereto shall run with the land; shall be binding upon all persons now owning property in the above described subdivision and additions thereto and persons hereinafter purchasing said parcels of land; and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date this declaration was originally recorded. After which time said declarations and amendments thereto shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of more than Fifty percent (50%) of the lots has been recorded agreeing to their termination. Any such vote shall only occur upon the cessation of a ten (10) year period.

5.2 Amendment or Revocation: At any time the owners of two-thirds (2/3) of the lots may change, alter or amend this declaration and amendments thereto in whole or in part by recording an instrument signed by said owners and setting forth said change, alteration or amendment.

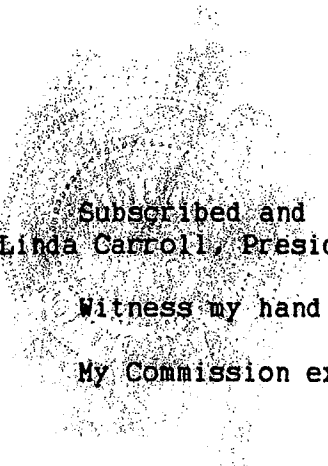
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5.3 Effect of Provisions of Declaration: Each provision, covenant, condition, restriction and agreement contained in this Declaration shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property subject to this Declaration is conveyed or encumbered, whether or not set forth or referred to in any such conveyance or other instrument; and any person or entity accepting any right, title or interest in any parcel of property subject to this Declaration shall be conclusively deemed to have accepted and adopted the provisions, covenants, conditions, restrictions and agreements herein contained as a personal covenant for such person or entity and it shall be binding on such person or entity and their heirs, executors, administrators, successors and assigns and the provisions hereof are made for the benefit of not only the Glacier View Meadows development and the Architectural Control Committee, but for the benefit of the owners of all property the subject of this Declaration.

5.4 Limited Liability: Neither the subdivider, any member of the Architectural Control Committee or successor thereof shall be liable to any party for any action or for any failure to act with respect to any matter contained within this Declaration if the action taken or failure to act was in good faith and without malice.

5.5 Severability: Invalidity or unenforceability of any provision of this Declaration in whole or in part by any judgment or court order shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

5.6 No Waiver: Failure to enforce any provision, in this Declaration shall not operate as a waiver of any such provision, or of any other provision, restriction, covenant or condition.

State of Colorado, County of Larimer, I Linda Carroll, President of Glacier View Road and Recreation Association, do certify that on June 30, 1992, two-thirds (2/3) of the lot owners of Glacier View Road and Recreation Association amended the Master Declaration of Protective and Design Covenants dated November 2, 1972. A true and correct copy of the Amended Master Declaration of Protective and Design Covenants has been set forth herein and the original signatures containing 1529 signatures consisting of 921 ballots are available for inspection at the offices of the Association at 1417 Green Mountain Drive, Livermore, Colorado 80536.


Linda Carroll, President
Linda Carroll, President

Subscribed and sworn to before me this 4 day of August, 1992, by
Linda Carroll, President of Glacier View Road and Recreation Association.

Witness my hand and official seal.

My Commission expires 7/13/95.

Mary K. Dalyon
Notary Public

COVENANTS CONTAINED ON PLAT OF GLACIER VIEW MEADOWS FIRST FILING

All roads and streets shown on this plat are private for the private use and benefit of the owners of the lots and their invitees, however, all roads shown on this plat are to be reserved as perpetual easements for the installation and maintenance of utilities and drainage facilities. Also, all easements shown on this plat are hereby reserved as perpetual easements for the installation and maintenance of utilities, irrigation and drainage facilities.

APPROVAL: By the Larimer County Health Authority this 12th day of April, A.D. 1972. All construction on this subdivision or any lot therein, including the development of domestic water and the provision of sewage disposals, shall be done in a manner which will meet all the requirements of the Colorado Department of Health and the Larimer County Public Health Department and the officers authorized to enforce such requirements.

PUBLIC HEALTH COVENANT: This subdivision is not provided with public sewer facilities. Permits must be obtained before the installation of any sanitary disposal system. Approval of plat does not guarantee that the size or soil conditions of any lot shown hereon are such that a sewage disposal permit may be issued. It is also hereby agreed by the subdivider, his heirs, successors and assigns, that in the event that the proper authorities of the Larimer County Health Department shall determine that the surface or subsurface water in the area is becoming contaminated by the use of septic tanks, the owners of the properties in the subdivision shall install, at their own expense, a commercial or private sewage disposal system. This is a covenant running with the land.

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR
GLACIER VIEW MEADOWS SUBDIVISION, FIRST FILING

KNOW ALL MEN by these presents that this Supplemental Declaration of Protective Covenants is made this 1st day of December, 1972, for the following described parcels of land:

All of Glacier View Subdivision, First Filing

hereby adopting, ratifying, confirming and incorporating herein the provisions thereof, and further in addition thereto establish the following supplemental covenants thereto:

1. TYPE OF BUILDING: No building shall be erected or permitted to remain on any portion of the property hereinabove described other than a single family residence with a garage either attached or detached, which garage shall not be for more than two vehicles. Appropriate out-buildings shall be permitted with the written approval of the Architectural Control Committee.
2. DWELLING HEIGHT: The maximum dwelling height shall be 35 feet or 2 levels. Building height shall be considered as the vertical distance from the average finished ground level of the building site to the highest point of the structure directly above said ground level. The designated maximum building height requirement may be waived by the Architectural Control Committee when in their opinion such structures relate to sound architectural planning and land use, and conform to the overall design and pattern of the development.

3. DENISTY: Not more than one residence may be built upon any lot or portion thereof.

4. HOME OCCUPATIONS: Home occupations shall be permitted with the prior written approval of the Architectural Control Committee.

5. ROADS: All roads within the subdivision shall be considered as private roads for the private use of the owners of the tracts comprising the subdivision and such roads are not public dedicated roads, except where otherwise indicated or deliniated as public roads on the plat. The maintenance of the private roads shall be the responsibility of the Glacier View Road and Recreation Association, and each of the owners shall be liable for prorata charges assessed by said Glacier View Road and Recreation Association which charge shall not exceed the annual charge of \$100.00 for each membership. Said cost and charges shall be payable to the Glacier View Road and Recreation Association at its registered office. In the event that any tract owner shall fail to make his annual payments as herein provided, said annual assessment may be collectible in a court of competent jurisdiction and shall become a lien upon the land. The rules, regulations and by-laws and articles of incorporation of the Glacier View Road and Recreation Association shall govern the construction, operation and maintenance of roads and recreational facilities This covenant shall run with and be binding upon the land, and may be removed only with the approval of the County of Larimer.

COVENANTS CONTAINED ON PLAT OF GLACIER VIEW MEADOWS, SECOND FILING

All roads and streets shown in this plat, except County Road 74E, are private for the private use and benefit of the owners of the lots and their invitees, however, all roads shown on this plat are to be reserved as perpetual easements for the installation and maintenance of utilities and drainage facilities. Also, all easements shown on this plat are hereby reserved as perpetual easements for the installation and maintenance of utilities, and irrigation and drainage facilities. County Road 74E is hereby dedicated for public use forever hereafter.

NOTE: Maintenance of all roads, parks and other common facilities within this subdivision shall be the responsibility of all property owners within this subdivision through the Glacier View Meadows, Second Filing Association. Failure to adequately maintain these roads, parks and common facilities shall result in a lien upon the lots affected.

APPROVED: By the Larimer County Board of County Commissioners this 18th day of October, A.D., 1973, this approval does not constitute acceptance by the Board of County Commissioners of the County of Larimer of any dedication to public use of the streets, highways, alleys or other property contained in the plat, and until such acceptance shall be made, the County of Larimer assumes no responsibility for the construction, repair or maintenance of the streets, highways, alleys or other properties laid out and designed hereon.

APPROVED: By the Larimer County Health Authority this 15th day of October, A.D., 1973. All construction on this subdivision or any lot therein, including this development of domestic water, and the provision of sewage disposal shall be done in a manner which will meet all of the requirements of the Colorado Department of Health and the Larimer County Public Health Department and the officers authorized to enforce such requirements.

PUBLIC HEALTH COVENANTS: This subdivision is not provided with public sewer facilities. Permits must be obtained before the installation of any sanitary disposal system. Approval of plat does not guarantee that the size or soil conditions of any lot shown hereon are such that a sewage disposal permit may be issued. It is also hereby agreed by the subdivider, his heirs, successors and assigns, that in the event that the proper authorities of the Larimer County Health Department shall determine that the surface or subsurface water in the area is becoming contaminated by the use of septic tanks, the owners of the properties in the subdivision shall install, at their own expense, a commercial or private sewage disposal system. This covenant is running with the land.

*NOTE: There shall be no direct access to County Road 74E from any lot in this subdivision. Access shall be through interior roads.

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR
GLACIER VIEW MEADOWS SUBDIVISION, SECOND FILING

KNOW ALL MEN by these presents that this Supplemental Declaration of Protective covenants is made this 6th day of February, 1974, for the following described parcels of land:

All of Glacier View Meadows Subdivision, Second Filing

hereby adopting, ratifying, confirming and incorporated herein the provisions of the Protective and Design Covenants Master Declaration for Glacier View Meadows recorded in the office of the Clerk and Recorder of Larimer County, Colorado, under reception number 42093, and further in addition thereto establish the following supplemental covenants thereto:

1. TYPE OF BUILDING: No building shall be erected or permitted to remain on any portion of the property hereinabove described other than a single family residence with a garage either attached or detached, which garage shall not be for more than two (2) vehicles. Appropriate out-buildings shall be permitted with the written approval of the Architectural Control Committee.
2. DWELLING HEIGHT: The maximum dwelling height shall be 35 feet or two (2) levels. Building height shall be considered as the vertical distance from the average finished ground level of the building site to the highest point of the structure directly above said ground level. The designated maximum building height requirement may be waived by the Architectural Control Committee when in their opinion such structures relate to sound architectural planning and land use, and conform to the overall design and pattern of the development.
3. DENSITY: Not more than one residence may be built upon any lot or portion thereof.
4. HOME OCCUPATIONS: Home occupations shall be permitted with the prior written approval of the Architectural Control Committee.
5. ROADS: All roads within the subdivision shall be considered as private roads for the private use of the owners of the tracts comprising the subdivision and such roads are not public dedicated roads, except where otherwise indicated or delineated as public roads on the plat. The maintenance of the private roads shall be the responsibility of the Glacier View Road and Recreation Association, and each of the owners shall be liable for prorata charges assessed by said Glacier View Road and Recreation Association which charge shall not exceed the annual charge of \$100.00 for each membership. Said cost and charges shall be payable to the Glacier View Road and Recreation Association at its registered office. In the event that any tract owner shall fail to make his annual payments as herein provided, said annual assessment may be collectible in a court of competent jurisdiction and shall become a lien upon the land. The rules, regulations and by-laws and articles of incorporation of the Glacier View Road and Recreation Association shall govern the construction, operation and maintenance of roads and recreational facilities. This covenant shall run with and be binding upon the land, and may be removed only with the approval of the County of Larimer.
6. TRAILS: Certain easements have been designated on the plat of Glacier View Meadows Subdivision, Second Filing, as "Foot Trails" and "Riding Trails". Said easements shall remain unobstructed for the joint use of the members of the Glacier View Road and Recreation Association. Trails designated as "Foot Trails" shall be used only for foot or pedestrail use and horses shall not be permitted. Trails designated as "Riding Trails" shall be used only for pedestrian or foot use and persons riding horses.
7. HORSES: Horses, for the personal use of the residents, may be kept and maintained for their personal use, upon the hereinafter described following lots, pursuant and in accordance with rules and regulations as the Architectural Control Committee may from time to time designate. Said horses shall be maintained in good and husbandlike manner and the property shall not be overgrazed (in the exclusive opinion of the Architectural Control Committee). All stable areas

shall be constructed and maintained in accordance with such rules and regulations of the Architectural Control Committee may from time to time designate. Commercial riding and boarding operations are expressly prohibited. Lots permitting horses are as follows: Lots 23, 24, 25, 26, 35, 36, 37, 38, 39 and 40.

SUPPLEMENTAL DECLARATION OF MASTER DECLARATION
GLACIER VIEW MEADOWS WATER AND SEWER ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 20th day of February 1976, for the hereinafter described parcels of land in Glacier View Meadows 2nd and 3rd Filings ratifying, confirming and incorporating herein the provisions of the Glacier View Meadows Water and Sewer Association, Master Declaration dated February 20th, 1976 and recorded in Book 1687 at Page 163 of the records of the Clerk and Recorder of Larimer County, Colorado.

(1) All lots in Glacier View Meadows 2nd Filing and Glacier View Meadows 3rd Filing shall be subject to the Glacier View Meadows Water and Sewer Association amended Master Declaration for both water and sewer.

(2) This declaration may be amended with the approval of the majority of the aforementioned lot owners and the Board of County Commissioners of the County of Larimer.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the year and date first above written.

COVENANTS CONTAINED ON PLAT OF GLACIER VIEW MEADOWS, THIRD FILING

All roads and streets shown on this plat are private, except for County Road 74E, for the private use and benefit of the owners of the lots and their invitees; however, all roads shown on this plat are to be reserved as perpetual easements for the installation and maintenance of utilities and drainage facilities. Also all easements shown on this plat are hereby reserved as perpetual easements for the installation and maintenance of utilities, irrigation, and drainage facilities.

PUBLIC HEALTH COVENANT:

1. Upon construction of a dwelling, lots 11 through 22 (inclusive) shall connect to and utilize the facilities of the Glacier View Meadows Water and Sewer Association for the disposal of waste water or effluent discharge from the lots. The treatment facilities for the waste water shall be upon the areas designated on this plat as "Utility Areas," which are owned by Glacier View Meadows Water and Sewer Association, a Colorado Corporation.
2. Upon construction of a dwelling and the use thereof, the owners of the above described lots shall install an aeration system approved by the Glacier View Meadows Water and Sewer Association which shall discharge its effluent into the community or mutual facility or the lines leading thereto. All costs of construction and maintenance of said aeration system on the lots shall be paid by the lot owners served thereby in accordance with by-laws of Glacier View Meadows Water and Sewer Association.
3. The cost of construction of the mutual or community waste water system and all of its lines to the boundary of each lot shall be paid by Crystal Lakes Development Company, a Limited Partnership.
4. The cost of maintenance, repair, or re-construction of the community or mutual system and all other costs after initial construction thereof, shall be paid by Glacier View Meadows Water and Sewer Association.
5. All systems installed hereunder shall be first approved by the County of Larimer prior to installation.
6. All other lots are not provided with community waste water disposal facilities. Permits must be obtained from the County of Larimer, before the installation of any individual sewage disposal system. Approval of this plat does not guarantee that the size or soil conditions of any lot shown hereon are such that a sewage disposal permit will be issued. It is hereby agreed that in the event that the proper authorities of the Larimer County Health Department shall determine that the surface or subsurface water in the area is becoming contaminated by the use of individual sewage disposal systems, the owners of the properties in the subdivision shall install at their own expense, a public sewage treatment works which includes collection lines, pumping stations and related equipment as defined by Colorado State Law. This is a covenant running with the land.

NOTE: Maintenance of all roads, parks, and other common facilities within this subdivision shall be the responsibility of all property owners within this subdivision through the Glacier View Meadows, Third Filing Association. Failure

to adequately maintain these roads, parks and other common facilities shall result in a lien upon the lots affected.

APPROVED: By the Larimer County Board of County Commissioners this 26th day of March, A.D., 1975. All dedications are hereby accepted on the behalf of the public. This approval does not constitute acceptance of responsibility by the County for construction, repairs or improvements designed on this plat.

APPROVED: By the Larimer County Health Authority this 26th day of March, A.D., 1975. All construction in this subdivision on any lot therein, including the development of domestic water, and the provision of sewage treatment shall be done in a manner which will meet all the requirements of the Colorado Department of Health and the Larimer County Public Health Department and the officers authorized to enforce such requirements.

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR
GLACIER VIEW MEADOWS SUBDIVISION, THIRD FILING

KNOW ALL MEN by these presents that this Supplemental Declaration of Protective Covenants is made this 30th day of April 1974, for the following described parcels of land:

All of Glacier View Meadows Subdivision, Third Filing

hereby adopting, ratifying, confirming and incorporated herein the provisions of the Protective and Design Covenants Master Declaration for Glacier View Meadows recorded in the Office of the Clerk and Recorder of Larimer County, Colorado, under reception number 42093, and further in addition thereto establish the following supplemental covenants thereto:

1. TYPE OF BUILDING: No building shall be erected or permitted to remain on any portion of the property herein above described other than a single family residence with a garage either attached or detached, which garage shall not be for more than two (2) vehicles. Appropriate out-buildings shall be permitted with the written approval of the Architectural Control Committee.
2. DWELLING HEIGHT: The maximum dwelling height shall be 35 feet or two (2) levels. Building height shall be considered as the vertical distance from the average finished ground level of the building site to the highest point of the structure directly above said ground level. The designated maximum building height requirement may be waived by the Architectural Control Committee when in their opinion such structures relate to sound architectural planning and land use, and conform to the overall design and pattern of the development.
3. DENSITY: Not more than one residence may be built upon any lot or portion thereof.
4. HOME OCCUPATIONS: Home occupations shall be permitted with the prior written approval of the Architectural Control Committee.
5. ROADS: All roads within the subdivision shall be considered as private roads for the private use of the owners of the tracts comprising the subdivision and such roads are not public dedicated roads except where otherwise indicated

or delineated as public roads on the plat. The maintenance of the private roads shall be the responsibility of the Glacier View Road and Recreation Association, and each of the owners shall be liable for prorata charges assessed by said Glacier View Road and Recreation Association which charge shall not exceed the annual charge of \$100.00 for each membership. Said cost and charges shall be payable to the Glacier View Road and Recreation Association at its registered office. In the event that any tract owner shall fail to make his annual payments as herein provided, said annual assessment may be collectible in a court of competent jurisdiction and shall become a lien upon the land. The rules, regulations and by-laws and articles of incorporation of the Glacier View Road and Recreation Association shall govern the construction, operation and maintenance of roads and recreational facilities. This covenant shall run with and be binding upon the land, and may be removed only with the approval of the County of Larimer.

6. TRAILS: Certain easements have been designated on the plat of Glacier View Meadows Subdivision, Third Filing, as "Foot Trails" and "Riding Trails." Said easements shall remain unobstructed for the joint use of the members of the Glacier View Road and Recreation Association. Trails designated as "Foot Trails" shall be used only for foot or pedestrian use and horses shall not be permitted. Trails designated as "Riding Trails" shall be used only for pedestrian or foot use and persons riding horses.

7. HORSES: Horses may not be kept or maintained upon the lots in Glacier View Meadows, Third Filing.

SUPPLEMENTAL DECLARATION OF MASTER DECLARATION
GLACIER VIEW MEADOWS WATER AND SEWER ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 20th day of February 1976, for the hereinafter described parcels of land in Glacier View Meadows 2nd and 3rd Filings ratifying, confirming and incorporating herein the provisions of the Glacier View Meadows Water and Sewer Association, Master Declaration dated February 20th, 1976 and recorded in Book 1687 at Page 163 of the records of the Clerk and Recorder of Larimer County, Colorado.

(1) All lots in Glacier View Meadows 2nd Filing and Glacier View Meadows 3rd Filing shall be subject to the Glacier View Meadows Water and Sewer Association amended Master Declaration for both water and sewer.

(2) This declaration may be amended with the approval of the majority of the aforementioned lot owners and the Board of County Commissioners of the County of Larimer.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the year and date first above written.

COVENANTS CONTAINED ON PLAT OF GLACIER VIEW MEADOWS, FOURTH FILING

NOTE: Maintenance of all roads, parks, and other common facilities within this subdivision shall be the responsibility of all property owners within this subdivision through the Glacier View Road and Recreation Association. Failure to adequately maintain these roads, parks, and other common facilities shall result in a lien upon the lots affected.

Lots 1 thru 5 shall not have direct access to County Road No. 74 E.

Telephone service is not provided for in this subdivision.

No buildings are permitted within drainage areas.

All roads shown on this plat, except County Road No. 74E, are private, for the private use and benefit of the lots and their invitees, however, all roads shown on this plat are to be reserved as perpetual easements for the installation and maintenance of utilities and drainage facilities. Also, all easements shown on this plat are hereby reserved as perpetual easements for the installation and maintenance of utilities, irrigation, and drainage facilities.

NOTE: Tracts A, B, C, D, E, F, G and H, shown on this plat, are hereby reserved for utility purposes and may be used by the Glacier View Meadows Water and Sewer Association.

PUBLIC HEALTH COVENANT: All lots shall be under the jurisdiction of the Glacier View Meadows Water and Sewer Association, a Colorado Corporation, and may be required to connect to and utilize the facilities of a community water supply and sewage treatment system in accordance with the rules of the Association.

Those systems that are not served by the community water supply and sewage system must be designed by a registered engineer and approved by the Association and the Larimer County Health Department. Permits for all sewage disposal systems must be obtained from the Larimer County Health Department before installation.

APPROVED: By the Larimer County Board of County Commissioners this 1st day of March, A.D., 1976. All dedications are hereby accepted on behalf of the public. This approval does not constitute acceptance of responsibility by the County for the construction, repair, or maintenance of any streets, highways, alleys, bridges, right-of-way or other improvements designated on this plat.

APPROVED: By the Larimer County Health Authority this 8th day of March, A.D., 1976. All construction on this subdivision, or any lot therein, including the development of domestic water, and the provision of sewage treatment shall be done in a manner which will meet all of the requirements of the Colorado Department of Health and the Larimer County Public Health Department and the officers authorized to enforce such requirements.

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR
GLACIER VIEW MEADOWS SUBDIVISION, FOURTH FILING

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 24th day of November, 1975, for the following described

parcels of land:

All of Glacier View Meadows Subdivision, Fourth Filing

hereby adopting, ratifying, confirming and incorporated herein the provisions of the Protective and Design Covenants Master Declaration for Glacier View Meadows recorded in the office of the Clerk and Recorder of Larimer County, Colorado, under reception number 42093, and further in addition thereto establish the following supplemental covenants thereto:

1. TYPE OF BUILDING: No building shall be erected or permitted to remain on any portion of the property hereinabove described other than a single family resident with a garage either attached or detached, which garage shall not be for more than two vehicles. Appropriate out-buildings shall be permitted with the written approval of the Architectural Control Committee.
2. DWELLING HEIGHT: The maximum dwelling height shall be 35 feet or two (2) levels. Building height shall be considered as the vertical distance from the average finished ground level of the building site to the highest point of the structure directly above said ground level. The designated maximum building height requirement may be waived by the Architectural Control Committee when in their opinion such structures relate to sound architectural planning and land use, and conform to the overall design and pattern of the development.
3. DENSITY: Not more than one residence may be built upon any lot or portion thereof.
4. HOME OCCUPATIONS: Home occupations shall be permitted with the prior written approval of the Architectural Control Committee.
5. ROADS: All roads within the subdivision shall be considered as private roads for the private use of the owners of the tracts comprising the subdivision and such roads are not public dedicated roads, except where otherwise indicated delineated as public roads on the plat. The maintenance of the private roads shall be the responsibility of the Glacier View Road and Recreation Association, and each of the owners shall be liable for prorata charges assessed by said Glacier View Road and Recreation Association which charge shall not exceed the annual charge of \$100.00 for each membership. Said cost and charges shall be payable to the Glacier View Road and Recreation Association at its registered office. In the event that any tract owner shall fail to make his annual payments as herein provided, said annual assessment may be collectible in a court of competent jurisdiction and shall become a lien upon the land. The rules, regulations and by-laws and articles of incorporation of the Glacier View Road and Recreation Association shall govern the construction, operation and maintenance of roads and recreational facilities. This covenant shall run with and be binding upon the land, and may be removed only with the approval of the County of Larimer.
6. TRAILS: Certain easements have been designated on the plat of Glacier View Meadows Subdivision, Fourth Filing, as "Foot Trails" and "Riding trails." Said easements shall remain unobstructed for the joint use of the members of the Glacier View Road and Recreation Association. Trails designated as "Foot Trails" shall be used only for foot or pedestrian use and horses shall not be permitted. Trails designated as "Riding Trails" shall be used only for pedestrian or foot use and persons riding horses.

7. HORSES: Horses, for personal use of the residents, may be kept and maintained for their personal use, upon the hereinafter described following lots, pursuant and in accordance with rules and regulations as the Architectural Control Committee may from time to time designate. Said horses shall be maintained in a good and husbandlike manner and the property shall not be overgrazed (in the exclusive opinion of the Arhitectural Control Committee). All stable areas shall be constructed and maintained in accordance with such rules and regulations as the Architectural Control Committee may from time to time designate. Commercial riding and boarding operations are expressly prohibited. Lots permitting horses are as follows: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 22, 29, 30, 31, and 32.

8. MANAGEMENT AND MAINTENANCE OF GREENBELT AREAS: The management and maintenance of those areas designated on the plat of Glacier View Meadows Subdivision, Fourth Filing, as "greenbelt areas" or "open space" shall be managed and maintained by the Glacier View Road and Recreation Association. Said management and maintenance shall be pursuant to and subject to the terms and provisions of an agreement limiting or defining the use thereof, between Glacier View Meadows Development Company and Glacier View Road and Recreation Association, or any amendments thereto or any agreements hereafter entered into.

SUPPLEMENTAL DECLARATION OF MASTER DECLARATION OF
GLACIER VIEW MEADOWS WATER AND SEWER ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 22nd day of March 1976, for the hereinafter described parcels of land in Glacier View Meadows Fourth Filing ratifying, confirming and incorporating herein the provisions of the Glacier View Meadows Water and Sewer Association, Master Declaration dated February 20, 1976 and recorded in Book 1687 at Page 163 of the records of the Clerk and Recorder of Larimer County, Colorado.

(1) All lots in Glacier View Meadows Fourth Filing shall be subject to the Glacier View Meadows Water and Sewer Association amended Master Declaration for both water and sewer.

(2) This declaration may be amended with the approval of the majority of the aforementioned lot owners and the Board of County Commissioners of the County of Larimer.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the year and date first above mentioned.

COVENANTS CONTAINED ON PLAT OF GLACIER VIEW MEADOWS, FIFTH FILING

All roads shown on this plat are private, except for County Road No 74E, for the private use and benefit of the owners of the lots and their invitees, however, all roads shown on this plat are to be reserved as perpetual easements for the installation and maintenance of utilities and drainage facilities. Also, all easements shown on this plat are hereby reserved as perpetual easements for the installation and maintenance of utilities and drainage facilities. Also, all easements shown on this plat are hereby reserved as perpetual easements for the installation and maintenance of utilities, irrigation, and drainage facilities. PROTECTIVE COVENANTS for Glacier View Meadows Subdivision, Fifth Filing are as filed contemporaneously herewith in the office of the Clerk and Recorder of Larimer County, Colorado.

NOTES: Maintenance of all roads, parks, and other common facilities within this subdivision shall be the responsibility of all property owners within this subdivision through the Glacier View Road and Recreation Association. Failure to adequately maintain these roads, parks, and other common facilities shall result in a lien upon the lots affected.

Lots 1, 12, 13, and 20 shall not have direct access to County Road No. 74E.

Telephone service is not provided for in this subdivision.

No buildings are permitted within drainage areas.

APPROVED: By the Larimer County Board of County Commissioners this 11th day of September 1976.

APPROVED: By the Larimer County Board of County Commissioners this 30th day of August 1976. All dedications are hereby accepted on behalf of the public. This approval does not constitute acceptance of responsibility by the County for the construction, repair or maintenance of any streets, highway, alleys, bridges, right-of-way or other improvements designated on this plat.

APPROVED: By the Larimer County Health Authority this 30th day of August 1976. All construction on this subdivision, or any lot therein, including the development of domestic water, and the provision of sewage treatment, shall be done in a manner which will meet all of the requirements of the Colorado Department of Health and the Larimer County Public Health Department and the officers authorized to enforce such requirements.

PUBLIC HEALTH COVENANTS: This subdivision is approved subject to the following conditions. Each lot in the subdivision shall be under the jurisdiction of the Glacier View Meadows Water and Sewer Association, a Colorado Corporation. The design standards that are accepted by the said Association must be approved by the Larimer County Health Department prior to the installation of any sewage disposal system. Permits must be obtained from the Larimer County Health Department before the installation of any sewage system. Approved by the Larimer County Health Department this 30th day of August 1976.

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR
GLACIER VIEW MEADOWS SUBDIVISION, FIFTH FILING

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 9th day of August 1976 for the following described parcels of land:

All of Glacier View Meadows Subdivision, Fifth Filing

hereby adopting, ratifying, confirming and incorporated herein, the provisions of the Protective and Design Covenants Master Declaration for Glacier View Meadows recorded in the office of the Clerk and Recorder of Larimer County, Colorado, under reception number 42093, and further in addition thereto establish the following supplemental covenants thereto:

1. TYPE OF BUILDING: No building shall be erected or permitted to remain on any portion of the property hereinabove described other than a single family residence with a garage either attached or detached, which garage shall not be for more than two (2) vehicles. Appropriate out-buildings shall be permitted with the written approval of the Architectural Control Committee.
2. DWELLING HEIGHT: The maximum dwelling height shall be 35 feet or two (2) levels. Building height shall be considered as the vertical distance from the average finished ground level of the building site to the highest point of the structure directly above said ground level. The designated maximum building height requirement may be waived by the Architectural Control Committee when in their opinion such structures relate to sound architectural planning and land use, and conform to the overall design and pattern of the development.
3. DENSITY: Not more than one residence may be built upon any lot or portion thereof.
4. HOME OCCUPATIONS: Home occupations shall be permitted with the prior written approval of the Architectural Control Committee.
5. ROADS: All roads within the subdivision shall be considered as private roads for the private use of the owners of the tracts comprising the subdivision and such roads are not public dedicated roads, except where otherwise indicated or delineated as public roads on the plat. The maintenance of the private roads shall be the responsibility of the Glacier View Road and Recreation Association, and each of the owners shall be liable for prorata charges assessed by said Glacier View Road and Recreation Association which charge shall not exceed the annual charge of \$100.00 for each membership. Said cost and charges shall be payable to the Glacier View Road and Recreation Association at its registered office. In the event that any tract owner shall fail to make his annual payments as herein provided, said annual assessment may be collectible in a court of competent jurisdiction and shall become a lien upon the land. The rules, regulations and by-laws and articles of incorporation of the Glacier View Road and Recreation Association shall govern the construction, operation and maintenance of roads and recreational facilities. This covenant shall run with and be binding upon the land, and may be removed only with the approval of the County of Larimer
6. TRAILS: Certain easements have been designated on the plat of Glacier View Meadows Subdivision, Fifth Filing, as "Foot Trails" and "Riding Trails." Said easements shall remain unobstructed for the joint use of the members of the

Glacier View Road and Recreation Association. Trails designated as "Foot Trails" shall be used only for foot or pedestrian use and horses shall not be permitted. Trails designated as "Riding Trails" shall be used only for pedestrian or foot use and persons riding horses.

7. HORSES: Horses may be kept and maintained for their personal use, upon the hereinafter described following lots, pursuant and in accordance with rules and regulations as the Architectural Control Committee may from time to time designate. Said horses shall be maintained in a good and husbandlike manner and the property shall not be overgrazed (in the exclusive opinion of the Architectural Control Committee). All stable areas shall be constructed and maintained in accordance with such rules and regulations as the Architectural Control Committee may from time to time designate. Commercial riding operations are expressly prohibited. Lots permitting horses are as follows: Lots 1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 14, 19, and 20.

8. MANAGEMENT AND MAINTENANCE OF GREENBELT AREAS: The management and maintenance of those areas designated on the plat of Glacier View Meadows Subdivision, Fifth Filing, as "greenbelt areas" or "open space" shall be managed and maintained by the Glacier View Road and Recreation Association. Said management and maintenance shall be pursuant to and subject to the terms and provisions of an agreement limiting or defining the use thereof, between Glacier View Meadows Development Company and Glacier View Road and Recreation Association, or any amendments thereto or any agreements hereafter entered into.

SUPPLEMENTAL DECLARATION OF MASTER DECLARATION OF GLACIER VIEW MEADOWS WATER AND SEWER ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 9th day of August 1976, for the hereinafter described parcels of land in Glacier View Meadows, Fifth Filing ratifying, confirming and incorporating herein the provisions of the Glacier View Meadows Water and Sewer Association, Master Declaration dated February 20, 1976, and recorded in Book 1687, at Page 163, of the records of the Clerk and Recorder of Larimer County, Colorado.

(1) All lots in Glacier View Meadows, Fifth Filing shall be subject to the Glacier View Meadows Water and Sewer Association amended Master Declaration for both water and sewer.

(2) This declaration may be amended with the approval of the majority of the aforementioned lot owners and the Board of County Commissioners of the County of Larimer.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the year and date first above written.

All roads shown on this plat are private for the private use and benefit of the owners of the lots and their invitees, however all roads shown on this plat are to be reserved for perpetual easements for the installation and maintenance of utilities and drainage facilities. Also, all easements shown hereon are hereby reserved as perpetual easements for the installation and maintenance of utilities and irrigation and drainage facilities. PROTECTIVE COVENANTS for Glacier View Meadows Subdivision, Sixth Filing, are as filed contemporaneously herewith in the office of the Clerk and Recorder of Larimer County, Colorado.

PUBLIC HEALTH COVENANT: This subdivision is approved subject to the following conditions. Each lot in the subdivision shall be under the jurisdiction of the Glacier View Meadows Water and Sewer Association, a Colorado Corporation. The design standards that are accepted by the said Association must be approved by the Larimer County Health Department prior to the installation of any sewage disposal system. Permits must be obtained from the Larimer County Health Department before the installation of any sewage system.

APPROVED: By the Larimer County Health Authority this 1st day of November 1976. All construction on this subdivision, or any lot therein, including the development of domestic water, and the provision of sewage treatment, shall be done in a manner which will meet all the requirements of the Colorado Department of Health, and the Larimer County Health Department, and the officers authorized to enforce such requirements.

APPROVED: By the Larimer County Planning Commission on this 13th day of October 1976.

APPROVED: By the Larimer County Board of County Commissioners this 1st day of November 1976. All dedications are hereby accepted on behalf of the public. This approval does not constitute acceptance of responsibility by the County for the construction, repair, or maintenance of any streets, highways, alleys, bridges, right-of-way, or other improvements designated on this plat.

NOTE: Maintenance of all roads, parks and other common facilities within the subdivision shall be the responsibility of all property owners within this subdivision through the Glacier View Road and Recreation Association. Failure to adequately maintain these roads, parks and other common facilities shall result in a lien upon the lots affected.

Telephone service will not be made available by the developer.

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR
GLACIER VIEW MEADOWS SUBDIVISION, SIXTH FILING

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 22nd day of September, 1976 for the following described parcels of land:

All of Glacier View Meadows Subdivision, Sixth Filing

hereby adopting, ratifying, confirming and incorporated herein the provisions of the Protective and Design Covenants Master Declaration for Glacier View Meadows recorded in the office of the Clerk and Recorder of Larimer County, Colorado, under reception number 42093, and further in addition thereto establish the following supplemental covenants thereto:

1. TYPE OF BUILDING: No building shall be erected or permitted to remain on any portion of the property hereinabove described other than a single family residence with a garage either attached or detached, which garage shall not be for more than two (2) vehicles. Appropriate out-buildings shall be permitted with the written approval of the Architectural Control Committee.
2. DWELLING HEIGHT: The maximum dwelling height shall be 35 feet or two (2) levels. Building height shall be considered as the vertical distance from the average finished ground level of the building site to the highest point of the structure directly above said ground level. The designated maximum building height requirement may be waived by the Architectural Control Committee when in their opinion such structures relate to sound architectural planning and land use, and conform to the overall design and pattern of the development.
3. DENSITY: Not more than one residence may be built upon any lot or portion thereof.
4. HOME OCCUPATIONS: Home occupations shall be permitted with the prior written approval of the Architectural Control Committee.
5. ROADS: All roads within the subdivision shall be considered as private roads for the private use of the owners of the tracts comprising the subdivision and such roads are not public dedicated roads, except where otherwise indicated or delineated as public roads on the plat. The maintenance of the private roads shall be the responsibility of the Glacier View Road and Recreation Association, and each of the owners shall be liable for prorata charges assessed by said Glacier View Road and Recreation Association which charge shall not exceed the annual charge of \$100.00 for each membership. Said cost and charges shall be payable to the Glacier View Road and Recreation Association at its registered office. In the event that any tract owner shall fail to make his annual payments as herein provided, said annual assessment may be collectible in a court of competent jurisdiction and shall become a lien upon the land. The rules, regulations and by-laws and articles of incorporation of the Glacier View Road and Recreation Association shall govern the construction, operation and maintenance of roads and recreational facilities. This covenant shall run with and be binding upon the land, and may be removed only with the approval of the County of Larimer.
6. TRAILS: Certain easements have been designated on the Plat of Glacier View Meadows Subdivision, Sixth Filing, as "Foot Trails". Said easements shall remain unobstructed for the joint use of the members of the Glacier View Road and Recreation Association. Trails designated as "Foot Trails" shall be used only for foot or pedestrian use and horses shall not be permitted.
7. HORSES: Horses may be kept and maintained for their personal use, upon the hereinafter described following lots, pursuant and in accordance with rules and regulations as the Architectural Control Committee may from time to time designate. Said horses shall be maintained in a good and husbandlike manner and the property shall not be over-grazed (in the exclusive opinion of the Architectural Control Committee). All stable areas shall be constructed and maintained in accordance with such rules and regulations as the Architectural Control Committee may from time to time designate. Commercial riding operations are expressly prohibited. Lots permitting horses are as follows: 1, 20, 21, 46, 47, 69, 74, 79, 80, 81, 85, and 86.

8. MANAGEMENT AND MAINTENANCE OF GREENBELT AREAS: The management and maintenance of those areas designated on the plat of Glacier View Meadows Subdivision, Sixth Filing, as "Utility Areas" or "Parks", shall be managed and maintained by the Glacier View Meadows Road and Recreation Association. Said management and maintenance shall be pursuant to and subject to the terms and provisions of an agreement limiting or defining the use thereof, between Glacier View Meadows Development Company and Glacier View Meadows Road and Recreation Association, or any amendments thereto or any agreements hereafter entered into.

GLACIER VIEW MEADOWS, A Limited Partnership

By: Donald B. Weixelman
General Partner

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this 9th day of November, 1976,
by Donald B. Weixelman, a General Partner of Glacier View Meadows, A Limited
Partnership.

My Commission Expires: January 14, 1980

Grace Elinor Niswender
Notary Public

COVENANTS CONTAINED ON PLAT OF GLACIER VIEW MEADOWS SUBDIVISION, SEVENTH FILING

All roads shown on the plat are private, for the private use and benefit of the owners of the lots and their invitees, however, all roads shown on this plat are to be reserved as perpetual easements for the installation and maintenance of utilities and drainage facilities. Also, all easements shown on this plat are hereby reserved as perpetual easements for the installation and maintenance of utilities, and irrigation and drainage facilities. Protective covenants for Glacier View Meadows Subdivision, Seventh Filing, P.U.D. are as filed contemporaneously herewith in the office of the Clerk and Recorder of Larimer County, Colorado.

PUBLIC HEALTH COVENANT: All lots shall be under the jurisdiction of the Glacier View Meadows Water and Sewer Association, a Colorado corporation, and may be required to connect to and utilize the facilities of a community water supply and sewage treatment system in accordance with the rules of the Association.

Those systems that are not served by the community water supply and sewage system must be designed by a registered engineer and approved by the Association and the Larimer County Health Department. Permits for all sewage disposal systems must be obtained from the Larimer County Health Department before installation.

APPROVED: By the Larimer County Health Authority this 4th day of August, A.D. 1977. All construction on this subdivision or any lot therein, including the development of domestic water, and the provision of sewage treatment, shall be done in a manner which will meet all the requirements of the Colorado Department of Health and the Larimer County Public Health Department and the officers authorized to enforce such requirements.

APPROVED: By the Larimer County Planning Commission on this 20th day of July, A.D. 1977.

APPROVED: By the Larimer County Board of County Commissioners this 2nd day of August, A.D. 1977. All dedications are hereby accepted on behalf of the Public. This approval does not constitute acceptance of responsibility by the County for the construction, repair, or maintenance of any streets, highways, alleys, bridges, right-of-way, or other improvements designated on this plat.

NOTE: Maintenance of all roads, parks, and other common facilities within this subdivision shall be the responsibility of all property owners within this subdivision through the Glacier View Road and Recreation Association. Failure to adequately maintain these roads, parks, and other common facilities shall result in a lien upon the lots affected.

Telephone service is not provided for in this subdivision.

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR
GLACIER VIEW MEADOWS SUBDIVISION, SEVENTH FILING

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 15th day of June, 1977, for the following described parcels of land:

All of Glacier View Meadows Subdivision, Seventh Filing

hereby adopting, ratifying, confirming and incorporated herein the provisions of the Protective and Design Covenants Master Declaration for Glacier View Meadows recorded in the office of the Clerk and Recorder of Larimer County, Colorado, under reception number 42093, and further in addition thereto establish the following supplemental covenants thereto:

1. TYPE OF BUILDING: No building shall be erected or permitted to remain on any portion of the property herein above described other than a single family residence with a garage either attached or detached, which garage shall not be for more than two vehicles. Appropriate out-buildings shall be permitted with the written approval of the Architectural Control Committee.
2. DWELLING SIZE : The maximum dwelling height shall be 35 feet or 2 levels. Building height shall be considered as the vertical distance from the average finished ground level of the building site to the highest point of the structure directly above said ground level. The minimum dwelling width shall be 20 feet. Building width shall be considered as the horizontal distance between any two opposite exterior walls. The designated maximum building height and minimum width requirements may be waived by the Architectural Control Committee when in their opinion such structures relate to sound architectural planning and land use, and conform to the overall design and pattern of development.
3. DENSITY: Not more than one residence may be built upon any lot or portion thereof.
4. HOME OCCUPATIONS: Home occupations shall be permitted with the prior written approval of the Architectural Control Committee.
5. ROADS: All roads within the subdivision shall be considered as private roads for the private use of the owners of the tracts comprising the subdivision and such roads are not public dedicated roads, except where otherwise indicated or delineated as public roads on the plat. The maintenance of the private roads shall be the responsibility of the Glacier View Road and Recreation Association, and each of the owners shall be liable for prorata charges assessed by said Glacier View Road and Recreation Association which charge shall not exceed the annual charge of \$100.00 for each membership. Said cost and charges shall be payable to the Glacier View Road and Recreation Association at its registered office. In the event that any tract owner shall fail to make his annual payments as herein provided, said annual assessment may be collectible in a court of competent jurisdiction and shall become a lien upon the land. The rules, regulations and by-laws and articles of incorporation of the Glacier View Road and Recreation Association shall govern the construction, operation and maintenance of roads and recreational facilities. This covenant shall run with and be binding upon the land, and may be removed only with the approval of the County of Larimer.
6. TRAILS: Certain easements have been designated on the plat of Glacier View Meadows Subdivision, Seventh Filing, as "Foot Trails." Said easements shall remain unobstructed for the joint use of the members of the Glacier View Road and Recreation Association. Trails designated as "Foot Trails" shall be used only for foot or pedestrian use and horses shall not be permitted.

7. HORSES: Horses may be kept and maintained for their personal use, upon the hereinafter described following lots, pursuant and in accordance with rules and regulations as the Architectural Control Committee may from time to time designate. Said horses shall be maintained in a good and husbandlike manner and the property shall not be over-grazed (in the exclusive opinion of the Architectural Control Committee). All stable areas shall be constructed and maintained in accordance with such rules and regulations as the Architectural Control Committee may from time to time designate. Commercial riding operations are expressly prohibited. Lots permitting horses are as follows: 36, 37, 52, 53, 56, 57, and 58.

8. MANAGEMENT AND MAINTENANCE OF GREENBELT AREAS: The management and maintenance of those areas designated on the plat of Glacier View Meadows Subdivision, Seventh Filing, as "Utility Areas" or "Parks", shall be managed and maintained by the Glacier View Road and Recreation Association. Said management and maintenance shall be pursuant to and subject to the terms and provision of an agreement limiting or defining the use thereof, between Glacier View Meadows Development Company and Glacier View Road and Recreation Association, or any amendments thereto or any agreements hereafter entered into.

GLACIER VIEW MEADOWS, A Limited Partnership

By Donald B. Weixelman
General Partner

STATE OF COLORADO)
)
COUNTY OF LARIMER)

Subscribed and sworn to before me this 2nd day of August, 1977, by Donald B Weixelman, A General Partner of Glacier View Meadows, A Limited Partnership.

My Commission expires: February 14, 1978

Wenda L. Johnson
Notary Public

SUPPLEMENTAL DECLARATION OF MASTER DECLARATION OF
GLACIER VIEW MEADOWS WATER AND SEWER ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 15th day of June, 1977, for the hereinafter described parcels of land in Glacier View Meadows Seventh Filing ratifying, confirming and incorporating herein the provisions of the Glacier View Meadows Water and Sewer Association, Master Declaration dated February 20, 1976, and recorded in Book 1687, at Page 163, of the records of the Clerk and Recorder of Larimer County, Colorado.

(1) All lots in Glacier View Meadows Seventh Filing shall be subject to the Glacier View Meadows Water and Sewer Association amended Master Declaration for both water and sewer.

(2) This declaration may be amended with the approval of the majority of the aforementioned lot owners and the Board of County Commissioners of the County of Larimer.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the year and date first above mentioned.

GLACIER VIEW MEADOWS,
A Limited Partnership

By: Donald B. Weixelman
General Partner

Subscribed and sworn to before me this 15th day of June, 1977.
My Commission expires: February 14, 1978.

Wenda L. Johnson
Notary Public

COVENANTS CONTAINED ON PLAT OF GLACIER VIEW MEADOWS SUBDIVISION, EIGHTH FILING

All roads shown on this plat, except County Road 74E, are private, for the private use and benefit of the owners of the lots and their invitees, however, all roads shown on this plat are to be reserved as perpetual easements for the installation and maintenance of utilities and drainage facilities. Also, all easements shown on this plat are hereby reserved as perpetual easements for the installation and maintenance of utilities, irrigation, and drainage facilities. Protective covenants for Glacier View Meadows Subdivision, Eighth Filing P.U.D. are as filed contemporaneously herewith in the office of the Clerk and Recorder of Larimer County, Colorado.

PUBLIC HEALTH COVENANT: This subdivision is not provided with public sewer facilities. Permits must be obtained before the installation of any sanitary disposal system. Approval of plat does not guarantee that the size or soil conditions of any lot shown hereon are such that a sewage disposal permit may be issued. It is also hereby agreed by the subdivider, his heirs, successors and assigns, that in the event that the proper authorities of the Larimer County Health Department shall determine that the surface or subsurface water in the area is becoming contaminated by the use of septic tanks, the owners of the properties in the subdivision shall install, at their own expense, a commercial or private sewage disposal system. This is a covenant running with the land.

APPROVED: By the Larimer County Health Authority this 29th day of December, A.D. 1977. All construction on this subdivision or any lot therein, including the development of domestic water, and the provision of sewage treatment, shall be done in a manner which will meet all the requirements of the Colorado Department of Health and the Larimer County Public Health Department, and the officers authorized to enforce such requirements.

APPROVED: By the Larimer County Planning Commission on this 10th day of September, A.D. 1975.

APPROVED: By the Larimer County Board of County Commissioners this 3rd day of October, A.D. 1977. All dedications are hereby accepted on behalf of the Public. This approval does not constitute acceptance of responsibility by the County for the construction, repair, or maintenance of any streets, highways, alleys, bridges, right-of-way, or other improvements designated on this plat.

NOTE: Maintenance of all roads, parks, and other common facilities within this subdivision shall be the responsibility of all property owners within this subdivision through the Glacier View Road and Recreation Association. Failure to adequately maintain these roads, parks, and other common facilities shall result in a lien upon the lots affected.

Lots 3, 4, 94, 95, 96, and 97 shall not have direct access to County Road No. 74E.

Telephone service is not provided for in this subdivision.

No buildings permitted in any drainage easement.

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR
GLACIER VIEW MEADOWS SUBDIVISION, EIGHTH FILING P.U.D.

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 3rd day of October, 1977, for the following described parcels of land:

All of Glacier View Meadows Subdivision, Eighth Filing P.U.D.

hereby adopting, ratifying, confirming and incorporated herein the provisions of the Protective and Design Covenants Master Declaration for Glacier View Meadows recorded in the office of the Clerk and Recorder of Larimer County, Colorado, under reception number 42093, and further in addition thereto establish the following supplemental covenants thereto:

1. TYPE OF BUILDING: No building shall be erected or permitted to remain on any portion of the property hereinabove described other than a single family residence with a garage either attached or detached, which garage shall not be for more than two vehicles. Appropriate out-buildings shall be permitted with the written approval of the Architectural Control Committee.
2. DWELLING SIZE: The maximum dwelling height shall be 35 feet or 2 levels. Building height shall be considered as the vertical distance from the average finished ground level of the building site to the highest point of the structure directly above said ground level. The minimum dwelling width shall be 20 feet. Building width shall be considered as the horizontal distance between any two opposite exterior walls. The designated maximum building height and minimum width requirements may be waived by the Architectural Control Committee when in their opinion such structures relate to sound architectural planning and land use, and conform to the overall design and pattern of the development.
3. DENSITY: Not more than one residence may be built upon any lot or portion thereof.
4. HOME OCCUPATIONS: Home occupations shall be permitted with the prior approval of the Architectural Control Committee.
5. ROADS: All roads within the subdivision shall be considered as private roads for the private use of the owners of the tracts comprising the subdivision and such roads are not public dedicated roads, except where otherwise indicated or delineated as public roads on the plat. The maintenance of the private roads shall be the responsibility of the Glacier View Road and Recreation Association, and each of the owners shall be liable for prorata charges assessed by said Glacier View Road and Recreation Association which charge shall not exceed the annual charge of \$100.00 for each membership. Said cost and charges shall be payable to the Glacier View Road and Recreation Association at its registered office. In the event that any tract owner shall fail to make his annual payments as herein provided, said annual assessment may be collectible in a court of competent jurisdiction and shall become a lien upon the land. The rules, regulations and by-laws and articles of incorporation of the Glacier View Road and Recreation Association shall govern the construction, operation and maintenance of roads and recreational facilities. This covenant shall run with and be binding upon the land, and may be removed only with the approval of the County of Larimer.

6. TRAILS: Certain easements have been designated on the plat of Glacier View Meadows Subdivision, Eighth Filing, as "Foot Trails." Said easements shall remain unobstructed for the joint use of the members of the Glacier View Road and Recreation Association. Trails designated as "Foot Trails" shall be used only for foot or pedestrian use and horses shall not be permitted.

7. HORSES: Horses may be kept and maintained for their personal use, upon the hereinafter described following lots, pursuant and in accordance with rules and regulations as the Architectural Control Committee may from time to time designate: Lots 6, 7, 8, 14, 15, 64, 65, 66, 67, 68, 92, 93, 94, 95, 96, and 97. Said horses shall be maintained in a good and husbandlike manner and the property shall not be over-grazed (in the exclusive opinion of the Architectural Control Committee). All stable areas shall be constructed and maintained in accordance with such rules and regulations as the Architectural Control Committee may from time to time designate. Commercial riding operations are expressly prohibited.

8. MANAGEMENT AND MAINTENANCE OF GREENBELT AREAS: The management and maintenance of those areas designated on the plat as "Utility Areas" or "Parks", shall be managed and maintained by the Glacier View Road and Recreation Association. Said management and maintenance shall be pursuant to and subject to the terms and provisions of an agreement limiting or defining the use thereof, between Glacier View Meadows Development Company and Glacier View Road and Recreation Association, or any amendments thereto or any agreements hereafter entered into.

GLACIER VIEW MEADOWS, A Limited
Partnership

BY: Donald B Weixelman
General Partner

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this 31st day of October, 1977 by
Donald B Weixelman, A General Partner of Glacier View Meadows, A Limited
Partnership.

My Commission expires: September 13, 1981

Linda L. Doeschrer
Notary Public

SUPPLEMENTAL DECLARATION OF MASTER DECLARATION OF
GLACIER VIEW MEADOWS WATER AND SEWER ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 3rd day of October, 1977, for the hereinafter described parcels of land in Glacier View Meadows Eighth Filing, ratifying, confirming and incorporating herein the provisions of the Glacier View Meadows Water and Sewer Association, Master Declaration dated February 20, 1976, and recorded in Book 1687, at Page 163, of the records of the Clerk and Recorder of Larimer County, Colorado.

(1) All lots in Glacier View Meadows Eighth Filing shall be subject to the Glacier View Meadows Water and Sewer Association amended Master Declaration for both water and sewer.

(2) This declaration may be amended with the approval of the majority of the aforementioned lot owners and the Board of County Commissioners of the County of Larimer.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the year and date first above written.

GLACIER VIEW MEADOWS,
A Limited Partnership

BY: Donald B. Weixelman
General Partner

Subscribed and sworn to before me this 31st day of October, 1977.
My Commission expires: September 13, 1981 .

Linda L. Doeschrer
Notary Public

COVENANTS CONTAINED ON PLAT OF GLACIER VIEW MEADOWS SUBDIVISION, NINTH FILING

All roads shown on this plat are private, for the private use and benefit of the owners of the lots and their invitees, however, all roads shown on this plat are to be reserved as perpetual easements for the installation and maintenance of utilities and drainage facilities. Also, all easements shown on this plat are hereby reserved as perpetual easements for the installation and maintenance of utilities, irrigation, and drainage facilities. Protective covenants for Glacier View Meadows Subdivision, Ninth Filing are as filed contemporaneously herewith in the Office of the Clerk and Recorder of Larimer County, Colorado.

PUBLIC HEALTH COVENANT: This subdivision is not provided with public sewer facilities. Permits must be obtained before the installation of any sanitary disposal system. Approval of plat does not guarantee that the size or soil conditions of any lot shown hereon are such that a sewage disposal permit may be issued. It is also hereby agreed by the subdivider, his heirs, successors and assigns, that in the event that the proper authorities of the Larimer County Health Department shall determine that the surface or subsurface water in the area is becoming contaminated by the use of septic tanks, the owners of the properties in the subdivision shall install, at their own expense, a commercial or private sewage disposal system. This is a covenant running with the land.

APPROVED: By the Larimer County Health Authority this 20th day of June A.D. 1978. All construction on this subdivision or any lot therein, including the development of domestic water, and the provision of sewage treatment, shall be done in a manner which will meet all the requirements of the Colorado Department of Health and the Larimer County Public Health Department, and the officers authorized to enforce such requirements.

APPROVED: By the Larimer County Planning Commission on this 17th day of May, A.D. 1978.

APPROVED: By the Larimer County Board of County Commissioners this 19th day of June, A.D. 1978. All dedications are hereby accepted on behalf of the public. This approval does not constitute acceptance of responsibility by the County for the construction, repair, or maintenance of any streets, highways, alleys, bridges, rights-of-way, or other improvements designated on this plat.

NOTE: Maintenance of all roads, parks, and other common facilities within this subdivision shall be the responsibility of all property owners within this subdivision through the Glacier View Meadows Road and Recreation Association. Failure to adequately maintain these roads, parks, and other common facilities shall result in a lien upon the lots affected.

Telephone service is not provided for in this subdivision.

No buildings permitted in any drainage easement.

Easements for driveways, trails, or drainage through lots do not constitute a division of any lot.

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR
GLACIER VIEW MEADOWS SUBDIVISION, NINTH FILING

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 31st day of May, 1978, for the following described parcels of land:

All of Glacier View Meadows Subdivision, Ninth Filing

hereby adopting, ratifying, confirming and incorporated herein the provisions of the Protective and Design Covenants Master Declaration for Glacier View Meadows recorded in the office of the Clerk and Recorder of Larimer County, Colorado, under reception number 42093, and further in addition thereto establish the following supplemental covenants thereto:

1. TYPE OF BUILDING: No building shall be erected or permitted to remain on any portion of the property hereinabove described other than a single family residence with a garage either attached or detached, which garage shall not be for more than two vehicles. Appropriate out-buildings shall be permitted with the written approval of the Architectural Control Committee.
2. DWELLING SIZE: The maximum dwelling height shall be 35 feet or 2 levels. Building height shall be considered as the vertical distance from the average finished ground level of the building site to the highest point of the structure directly above said ground level. The minimum dwelling width shall be 20 feet. Building width shall be considered as the horizontal distance between any two opposite exterior walls. The designated maximum building height and minimum width requirements may be waived by the Architectural Control Committee when in their opinion such structures relate to sound architectural planning and land use, and conform to the overall design and pattern of the development. Each dwelling unit shall occupy a minimum floor area for living purposes actually and fully enclosed within the structure of not less than 1200 square feet. In computing such minimum area, the area of open porches, carports, and garages shall not be included.
3. DENSITY: Not more than one residence may be built upon any lot or portion thereof.
4. HOME OCCUPATIONS: Home occupations shall be permitted with the prior written approval of the Architectural Control Committee.
5. ROADS: All roads within the subdivision shall be considered as private roads for the private use of the owners of the tracts comprising the subdivision and such roads are not public dedicated roads, except where otherwise indicated or delineated as public roads on the plat. The maintenance of the private roads shall be the responsibility of the Glacier View Road and Recreation Association, and each of the owners shall be liable for prorata charges assessed by said Glacier View Road and Recreation Association, which charge shall not exceed the annual charge of \$100.00 for each membership. Said cost and charges shall be payable to the Glacier View Road and Recreation Association at its registered office. In the event that any tract owner shall fail to make his annual payments as herein provided, said annual assessment may be collectible in a court of competent jurisdiction and shall become a lien upon the land. The rules, regulations and by-laws and articles of incorporation of the Glacier View Road and Recreation Association shall govern the construction, operation and maintenance of roads and recreational facilities. This covenant shall run with and be binding upon the land, and may be removed only with the approval of the County of Larimer.

6. TRAILS: Certain easements have been designated on the plat of Glacier View Meadows Subdivision, Ninth Filing, as "Foot Trails" and "Horse Trails." Said easements shall remain unobstructed for the joint use of the members of the Glacier View Road and Recreation Association. Trails designated as "Foot Trails" shall be used only for foot or pedestrain use and horses shall not be permitted.

7. HORSES: Horses may be kept and maintained for their personal use, upon the hereinafter described following lots, pursuant and in accordance with rules and regulations as the Architectural Control Committee may from time to time designate: Lots 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 35, 36, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 130, 131, 132, and 133.

Said horses shall be maintained in a good and husbandlike manner and the property shall not be over-grazed (in the exclusive opinion of the Architectural Control Committee). All stable areas shall be constructed and maintained in accordance with such rules and regulations as the Architectural Control Committee may from time to time designate. Commercial riding operations are expressly prohibited.

8. MANAGEMENT AND MAINTENANCE OF GREENBELT AREAS: The management and maintenance of those areas designated on the plat as "Utility Areas" or "Parks", shall be managed and maintained by the Glacier View Road and Recreation Association. Said management and maintenance shall be pursuant to and subject to the terms and provisions of an agreement limiting or defining the use thereof, between Glacier View Meadows Development Company and Glacier View Road and Recreation Association, or any amendments thereto or any agreements hereafter entered into.

GLACIER VIEW MEADOWS, A Limited
Partnership

By: Donald B. Weixelman
General Partner

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this 31st day of May, 1978,
by Donald B. Weixelman, A General Partner of Glacier View Meadows, A
Limited Partnership.

My Commission expires: October 25, 1980

Debra L Webster
Notary Public

SUPPLEMENTAL DECLARATION OF MASTER DECLARATION OF
GLACIER VIEW MEADOWS WATER AND SEWER ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 31st day of May, 1978, for the hereinafter described parcels of land in Glacier View Meadows Ninth Filing, ratifying, confirming and incorporating herein the provisions of the Glacier View Meadows Water and Sewer Association, Master Declaration Dated February 20, 1976, and recorded in Book 1687, at Page 163, of the records of the Clerk and Recorder of Larimer County, Colorado.

(1) All lots in Glacier View Meadows Ninth Filing shall be subject to the Glacier View Meadows Water and Sewer Association amended Master Declaration for both water and sewer.

(2) This declaration may be amended with the approval of the majority of the aforementioned lot owners and the Board of County Commissioners of the County of Larimer.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the year and date first above written.

GLACIER VIEW MEADOWS, A Limited
Partnership

By Donald B. Weixelman
General Partner

Subscribed and sworn to before me this 31st day of May, 1978.
My Commission expires: October 25, 1980

Debra L Webster
Notary Public

COVENANTS CONTAINED ON PLAT OF GLACIER VIEW MEADOWS SUBDIVISION, TENTH FILING

All roads shown on this plat are private, for the private use and benefit of the owners of the lots and their invitees, however, all roads shown on this plat are to be reserved as perpetual easements for the installation and maintenance of utilities and drainage facilities. Also, all easements shown on this plat are hereby reserved as perpetual easements for the installation and maintenance of utilities, irrigation, and drainage facilities. Protective covenants for Glacier View Meadows Subdivision, Tenth Filing are as filed contemporaneously herewith in the Office of the Clerk and Recorder of Larimer County, Colorado.

PUBLIC HEALTH COVENANT: This subdivision is not provided with public sewer facilities. Permits must be obtained before the installation of any sanitary disposal system. Approval of plat does not guarantee that the size or soil conditions of any lot shown hereon are such that a sewage disposal permit may be issued. It is also hereby agreed by the subdivider, his heirs, successors and assigns, that in the event that the proper authorities of the Larimer County Health Department shall determine that the surface or subsurface water in the area is becoming contaminated by the use of septic tanks, the owners of the properties in the subdivision shall install, at their own expense, a commercial or private sewage disposal system. This is a covenant running with the land.

APPROVED: By the Larimer County Health Authority this 5th day of February, A.D. 1979. All construction on this subdivision or any lot therein, including the development of domestic water, and the provision of sewage treatment, shall be done in a manner which will meet all the requirements of the Colorado Department of Health and the Larimer County Public Health Department, and the officers authorized to enforce such requirements.

APPROVED: By the Larimer County Planning Commission on this 20th day of December, A.D. 1978.

APPROVED: By the Larimer County Board of County Commissioners this 5th day of February, A.D. 1979. All dedications are hereby accepted on behalf of the public. This approval does not constitute acceptance of responsibility of the County for the construction, repair, or maintenance of any streets, highways, alleys, bridges, rights-of-way, or other improvements designated on this plat.

NOTE: Maintenance of all roads, parks, and other common facilities within this subdivision shall be the responsibility of all property owners within this subdivision through the Glacier View Road and Recreation Association. Failure to adequately maintain these roads, parks, and other common facilities shall result in a lien upon the lots affected.

Telephone service is not provided for in this subdivision.

No buildings permitted in any drainage easement.

NOTE: Easements for driveways, trails, or drainage through lots do not constitute a division of any lot.

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR
GLACIER VIEW MEADOWS SUBDIVISION, TENTH FILING

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is this 5th day of February, 1979, for the following described parcels of land:

All of Glacier View Meadows Subdivision, Tenth Filing

hereby adopting, ratifying, confirming and incorporated herein the provisions of the Protective and Design Covenants Master Declaration for Glacier View Meadows recorded in the office of the Clerk and Recorder of Larimer County, Colorado, under reception number 42093, and further in addition thereto establish the following supplemental covenants thereto:

1. TYPE OF BUILDING : No building shall be erected or permitted to remain on any portion of the property hereinabove described other than a single family residence with a garage either attached or detached, which garage shall not be for more than two vehicles. Appropriate out-buildings shall be permitted with the written approval of the Architectural Control Committee.
2. DWELLING SIZE: The maximum dwelling height shall be 35 feet or 2 levels. Building height shall be considered as the vertical distance from the average finished ground level of the building site to the highest point of the structure directly above said ground level. The minimum dwelling width shall be 20 feet. Building width shall be considered as the horizontal distance between any two opposite exterior walls. The designated maximum building height and minimum width requirements may be waived by the Architectural Control Committee when in their opinion such structures relate to sound architectural planning and land use, and conform to the overall design and pattern of the development. Each dwelling unit shall occupy a minimum floor area for living purposes actually and fully enclosed within the structure of not less than 1200 square feet. In computing such minimum area, the area of open porches, carports, and garages shall not be included.
3. DENSITY: Not more than one residence may be built upon any lot or portion thereof.
4. HOME OCCUPATIONS: Home occupations shall be permitted with the prior written approval of the Architectural Control Committee.
5. ROADS: All roads within the subdivision shall be considered as private roads for the private use of the owners of the tracts comprising the subdivision and such roads are not public dedicated roads, except where otherwise indicated or delineated as public roads on the plat. The maintenance of the private roads shall be the responsibility of the Glacier View Road and Recreation Association, and each of the owners shall be liable for prorata charges assessed by said Glacier View Road and Recreation Association which charge shall not exceed the annual charge of \$100.00 for each membership unless increased by a majority vote of said association according to the rules thereof. Said cost and charges shall be payable to the Glacier View Road and Recreation Association at its registered office. In the event that any tract owner shall fail to make his annual payments as herein provided, said annual assessment may be collectible in a court of competent jurisdiction and shall become a lien upon the land. The rules, regulations and by-laws and articles of incorporation of the Glacier

View Road and Recreation Association shall govern the construction, operation and maintenance of roads and recreational facilities. This covenant shall run with and be binding upon the land, and may be removed only with the approval of the County of Larimer.

6. TRAILS: Certain easements have been designated on the plat of Glacier View Meadows Subdivision, Tenth Filing, as "Foot Trails" and "Horse Trails". Said easements shall remain unobstructed for the joint use of the members of the Glacier View Road and Recreation Association. Trails designated as "Foot Trails" shall be used only for foot or pedestrian use and horses shall not be permitted.

7. HORSES: Horses may be kept and maintained for their personal use, upon the hereinafter described following lots, pursuant and in accordance with rules and regulations as the Architectural Control Committee may from time to time designate: Lots 7, 8, 9, 10, 11, 12, 13, 14, 34, 35, 36, 37, 38, 39, 58, 59, 60, 61, and 62.

Said horses shall be maintained in a good and husbandlike manner and the property shall not be over-grazed (in the exclusive opinion of the Architectural Control Committee). All stable areas shall be constructed and maintained in accordance with such rules and regulations as the Architectural Control Committee may from time to time designate. Commercial riding operations are expressly prohibited.

8. MANAGEMENT AND MAINTENANCE OF GREENBELT AREAS: The management and maintenance of those areas designated on the plat as "Utility Areas" or "Parks", shall be managed and maintained by the Glacier View Road and Recreation Association. Said management and maintenance shall be pursuant to and subject to the terms and provisions of an agreement limiting or defining the use thereof, between Glacier View Meadows Development Company and Glacier View Road and Recreation Association, or any amendments thereto or any agreements hereafter entered into.

GLACIER VIEW MEADOWS, A Limited
Partnership

By Donald B. Weixelman
General Partner

STATE OF COLORADO)
)
COUNTY OF LARIMER)

Subscribed and sworn to before me this 29th day of December, 1978,
by Donald B. Weixelman, A General Partner of Glacier View Meadows, A
Limited Partnership.

My Commission expires: June 6, 1982.

Laura J. Fagan
Notary Public

SUPPLEMENTAL DECLARATION OF MASTER DECLARATION OF
GLACIER VIEW MEADOWS WATER AND SEWER ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 5th day of February, 1979, for the hereinafter described parcels of land in Glacier View Meadows Tenth Filing, ratifying, confirming and incorporating herein the provisions of the Glacier View Meadows Water and Sewer Association, Master Declaration dated February 20, 1976, and recorded in Book 1687, at Page 163, of the records of the Clerk and Recorder of Larimer County, Colorado.

(1) All lots in Glacier View Meadows Tenth Filing shall be subject to the Glacier View Meadows Water and Sewer Association amended Master Declaration for both water and sewer.

(2) This declaration may be amended with the approval of the majority of the aforementioned lot owners and the Board of County Commissioners of the County of Larimer.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the year and date first above written.

GLACIER VIEW MEADOWS, A Limited
Partnership

By Donald B. Weixelman
General Partner

Subscribed and sworn to before me this 29th day of December, 1978.
My Commission expires: June 6, 1982.

Laura J. Fagan
Notary Public

COVENANTS ON PLAT OF GLACIER VIEW MEADOWS SUBDIVISION, ELEVENTH FILING

All roads shown on this plat are private for the private use and benefit of the owners of the lots and their invitees, however, all roads shown on this plat are to be reserved as perpetual easements for the installation and maintenance of utilities and drainage facilities. Also all easements shown hereon are hereby reserved as perpetual easements for the installation and maintenance of utilities and irrigation and drainage facilities. Protective covenants for Glacier View Meadows Subdivision Eleventh Filing are as filed contemporaneously herewith in the office of the Clerk and Recorder of Larimer County, Colorado.

PUBLIC HEALTH COVENANTS: This subdivision is not provided with public sewer facilities. Permits must be obtained before the installation of any sanitary disposal system. Approval of plat does not guarantee that the size or soil conditions of any lot shown hereon are such that a sewage disposal permit may be issued. It is also hereby agreed by the subdivider, his heirs, successors and assigns, that in the event that the proper authorities of the Larimer County Health Department shall determine that the surface or subsurface water in the area is becoming contaminated by the use of septic tanks, the owners of the properties in the subdivision shall install, at their own expense, a commercial or private sewage disposal system. This is a covenant running with the land.

This subdivision is approved under the following conditions. Each lot in the subdivision shall be under the jurisdiction of the Glacier View Meadows Water and Sewer Association, a Colorado Corporation. The design standards that are adopted by the said Association must be approved by the Larimer County Health Department prior to the installation of any sewage disposal system. Permits must be obtained from the Larimer County Health Department before the installation of any sewage system.

APPROVED: By the Larimer County Health Department this 23rd day of January, A.D. 1981.

APPROVED: By the Larimer County Planning Commission on this 20th day of December, A.D. 1981.

APPROVED: By the Larimer County Board of County Commissioners this 19th day of January, A.D. 1981. All dedications as public highways of the streets, highways, and roads as set forth on the within plat are hereby accepted pursuant to Colorado Revised Statutes, 1973, 43-2-201 (1) (a). The acceptance of the dedications made herein are as public highways only. This acceptance does not constitute adding the roads, streets and highways as set forth in the plat to the County primary or secondary road system, and the County does not accept nor assume any responsibility for the construction, repair or maintenance of any streets, highways, roads, alleys, bridges, rights-of-way, or other improvements designated on this plat.

MAINTENANCE: Maintenance of all roads and drainage facilities of Glacier View Meadows Subdivision Eleventh Filing shall be the responsibility of the property owners in the subdivision through the Glacier View Road and Recreation Association. Failure to adequately maintain these roads and drainage facilities shall result in a lien upon the lots affected.

NOTE: Properly sized culverts shall be required prior to driveway construction.

NOTE: The building envelope on Lot 11 was approved by an engineering geologist. Alternate building sites will require a field inspection by the Architectural

Control Committee. Proof of a geologic investigation must be submitted to the Larimer County Planning Department prior to issuance of a building permit for the alternate building site.

GLACIER VIEW MEADOWS SUBDIVISION, ELEVENTH FILING AMENDMENT FOR ADDITIONAL COVENANTS TO THE BROCHURE OF GLACIER VIEW MEADOWS PROTECTIVE COVENANTS OF WATER AND SEWER ASSOCIATION

Attached are the following additional covenants for the plat of Glacier View Meadows Subdivision Eleventh Filing:

- A. Covenants appearing upon the plat of Glacier View Meadows Subdivision Eleventh Filing:
Recorded: January 28, 1981 in Book 2100 at page 123.
Reception #397704 of the Larimer County Clerk and Recorder's office.
- B. Supplemental Declaration of Protective Covenants for Glacier View Meadows Subdivision Eleventh Filing:
Recorded: January 28, 1981 in Book 2100 at page 125.
Reception #397705 of the Larimer County Clerk and Recorder's office.
- C. Supplemental Declaration of Master Declaration of Glacier View Meadows Water and Sewer Association for Glacier View Meadows Subdivision Eleventh Filing:
Recorded: February 5, 1981 in Book 2101 at page 616.
Reception #398912 of the Larimer County Clerk and Recorder's office.

GLACIER VIEW MEADOWS SUBDIVISION, ELEVENTH FILING, P.U.D.

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is this 21st day of January, 1981, for the following described parcels of land:

All of Glacier View Meadows Subdivsion, Eleventh Filing, P.U.D. hereby adopting, ratifying, confirming and incorporated herein the provisions of the Protective and Design Covenants Master Declaration for Glacier View Meadows recorded in the office of the Clerk and Recorder of Larimer County, Colorado, under reception number 42093, and further in addition thereto establish the following supplemental covenants thereto:

1. TYPE OF BUILDING: No building shall be erected or permitted to remain on any portion of the property hereinabove described other than a single family residence with a garage either attached or detached, which garage shall not be for more than two vehicles. Appropriate out-buildings shall be permitted with the written approval of the Architectural Control Committee.
2. DWELLING SIZE: The maximum dwelling height shall be 35 feet or 2 levels. Building height shall be considered as the vertical distance from the average finished ground level of the building site to the highest point of the structure directly above said ground level. The minimum dwelling width shall be 20 feet. Building width shall be considered as the horizontal distance between any two opposite exterior walls. The designated maximum building height and minimum width requirements may be waived by the Architectural Control Committee when in their opinion such structures relate to sound architectural planning and land use, and conform to the overall design and pattern of the development. Each dwelling unit shall occupy a minimum floor area for living purposes actually and fully enclosed within the structure of not less than 1200 square feet. In computing such minimum area, the area of open porches, carports, and garages shall not be included.
3. DENSITY: Not more than one residence may be built upon any lot or portion thereof.
4. HOME OCCUPATIONS: Home occupations shall be permitted with the prior written approval of the Architectural Control Committee.
5. ROADS: All roads within the subdivision shall be considered as private roads for the private use of the owners of the tracts comprising the subdivision and such roads are not delineated as public roads on the plat. The maintenance of the private roads shall be the responsibility of the Glacier View Road and Recreation Association, and each of the owners shall be liable for prorata charges assessed by said Glacier View Road and Recreation, which charge shall not exceed the annual charge of \$100.00 for each membership unless increased by a majority vote of said association according to the rules thereof. Said cost and charges shall be payable to the Glacier View Road and Recreation Association at its registered office. In the event that any tract owner shall fail to make his annual payments as herein provided, said annual assessment may be collectible in a court of competent jurisdiction and shall become a lien upon the land. The rules, regulations and by-laws and articles of incorporation of the Glacier View Road and Recreation Association shall govern the construction, operation and maintenance of roads and recreational facilities. This covenant shall run with and be binding upon the land, and may be removed only with the approval of the County of Larimer. This covenant shall not expire with the expiration of these protective covenants, but shall remain perpetual.

6. TRAILS: Certain easements have been designated on the Plat of Glacier View Meadows Subdivision, Eleventh Filing as "Foot Trails" and "Horse Trails". Said easements shall remain unobstructed for the joint use of the members of the Glacier View Road and Recreation Association.

7. MANAGEMENT AND MAINTENANCE OF GREENBELT AREAS, OPEN SPACE, DRAINAGE FACILITIES AND OTHER COMMON ELEMENTS: The management and maintenance of these areas designated on the plat as "Utility Areas" or "Parks", open space, drainage facilities and other common elements, shall be managed and maintained by the Glacier View Road and Recreation Association. Said management and maintenance shall be pursuant to and subject to the terms and provisions of an agreement limiting or defining the use thereof, between Glacier View Meadows Development Company and Glacier View Road and Recreation Association, or any amendments thereto or any agreements hereafter entered into. The obligation of a lot owner for the maintenance of greenbelt areas is as provided in paragraph 5 hereof.

8. FAILURE OF GLACIER VIEW ROAD AND RECREATION ASSOCIATION TO MAINTAIN ROADS AND COMMON FACILITIES: The Glacier View Road and Recreation Association was established for the purpose of maintaining roads, open space, drainage facilities, parks and other common facilities (hereafter "common facility"). In the event such Association shall fail to maintain the common facility in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners for Larimer County may serve written notice upon such organization or upon the residents of the subdivision involved, setting forth the manner in which the Association has failed to maintain the facility in a reasonable condition and said notice shall include a demand that such deficiencies of maintenance be cured within 30 days thereof, and shall state the date and place of a hearing thereon, which shall be held within 14 days of the notice. At such hearing, the County shall determine if such deficiencies exist and may modify the terms of its original notice as to the deficiencies, and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof are not cured within said 30 days or any extension thereof, the County, in order to preserve the taxable values of the property contained within the subdivision and to prevent the common facilities from becoming a public nuisance and public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the County, upon its initiative or upon the written request of the Association theretofore responsible for the maintenance of the common facility, shall call a public hearing upon notice to such Association and to the residents of the subdivision involved, to be held by the Board of County Commissioners, at which hearing such Association or the residents of the subdivision shall show cause why such maintenance by the County shall not, at the election of the County, continue for a succeeding year. If the Board of County Commissioners shall determine that such Association is ready and able to maintain said common facility in a reasonable condition, the County shall cease to maintain said common facility at the end of said year. If the Board of County Commissioners shall determine such organization is not ready and able to maintain such common facility in a reasonable condition, the County may, at its discretion, continue to maintain said facility during the next succeeding year subject to a similar hearing and determination in each year thereafter.

The cost of such maintenance by the County shall be paid by the owners of the properties within the subdivision that have a right to enjoyment or use of the common facility involved, and any unpaid assessments shall become a tax lien upon

said properties. The County shall file a notice of such lien in the office of the County Clerk and Recorder upon the property affected by such lien within the subdivision and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance in the manner provided by law for the collection, enforcement and remittance of general property taxes.

9. ANIMALS: No animals, livestock or poultry of any kind shall be housed, raised or kept on any lot, except that commonly accepted domestic household pets but not including horses, (except as hereinafter provided), provided they are not kept or maintained for any commercial purposes, and are not a nuisance to adjoining property owners or wildlife. Dogs may be kept upon the premises so long as they are securely confined in an enclosure such as a pen or restricted by a suitable leash or chain.

10: EXTERIOR LIGHTS: The location of all outside lights or lighting and the intensity thereof shall be approved by the Architectural Control Committee before installation.

11: DRIVEWAYS: The location and composition of all driveways shall be approved by the Architectural Control Committee prior to construction and use. The Architectural Control Committee may require culverts or other facilities.

12: HORSES: Horses, for the personal use of the residents, may not be on any lot in Glacier View Meadows Eleventh Filing.

13: PRIVATE AUTOMOBILES: No inoperative private automobiles, machines or rubbish shall be placed and remain on any lot for more than thirty (30) days unless stored or parked in a carport.

14: EASEMENTS: There shall be an easement for utilities twenty feet in width along, adjacent to and parallel to all streets and roads; and there shall also be easements wherever the same shall be delineated on the plat, if any.

GLACIER VIEW MEADOWS, A Limited Partnership

Donald B. Weixelman
General Partner

STATE OF COLORADO)
) ss.
County of Larimer)

Subscribed and sworn to before me this 21st day of January, 1981.
By Donald B. Weixelman, A General Partner of Glacier View Meadows, A Limited Partnership.

My Commission Expires: 11/6/82

Donna L. Howard
Notary Public

SUPPLEMENTAL DECLARATION OF MASTER DECLARATION OF
GLACIER VIEW MEADOWS WATER AND SEWER ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 8th day of December, 1980, for the hereinafter described parcels of land in Glacier View Meadows Eleventh Filing, ratifying, confirming and incorporating herein the provisions of the Glacier View Meadows Water and Sewer Association, Master Declaration dated February 20, 1976, and recorded in Book 1687, at Page 163, of the records of the Clerk and Recorder of Larimer County, Colorado.

(1) All lots in Glacier View Meadows Eleventh Filing shall be subject to the Glacier View Meadows Water and Sewer Association amended Master Declaration for both water and sewer.

(2) This declaration may be amended with the approval of the majority of the aforementioned lot owners and the Board of County Commissioners of the County of Larimer.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the year and date first above written.

GLACIER VIEW MEADOWS, A Limited
Partnership

By: Donald B. Weixelman
General Partner

Subscribed and sworn to before me this 11 day of December, 1979.
My Commission expires: _____

Notary Public

COVENANTS ON PLAT OF GLACIER VIEW MEADOWS SUBDIVISION TWELFTH FILING

All roads shown on this plat are private, for the private use and benefit of the owners of the lots and their invitees, however, all roads shown on this plat are to be reserved as perpetual easements for the installation and maintenance of utilities and drainage facilities. Also all easements shown hereon are hereby reserved as perpetual easements for the installation and maintenance of utilities and irrigation and drainage facilities, EXCEPT for Many Thunders Mountain Drive which is hereby dedicated and conveyed as public highways pursuant to Colorado Revised Statute 43-2-201 (1) (a). Protective Covenants for Glacier View Meadows Subdivision Twelfth Filing P.U.D. are as filed contemporaneously herewith in the office of the Clerk and Recorder of Larimer County, Colorado.

PUBLIC HEALTH COVENANTS: This subdivision is not provided with public sewer facilities. Permits must be obtained before the installation of any sanitary disposal system. Approval of plat does not guarantee that the size or soil conditions of any lot shown hereon are such that a sewage disposal permit may be issued. It is also hereby agreed by the subdivider, his heirs, successors and assigns, that in the event that the proper authorities of the Larimer County Health Department shall determine that the surface or subsurface water in the area is becoming contaminated by the use of septic tanks, the owners of the properties in the subdivision shall install, at their own expense, a commercial or private sewage disposal system. This is a covenant running with the land.

APPROVED: By the Larimer County Health Authority this 12th day of May, A.D. 1980. All construction on this subdivision or any lot therein, including the development of domestic water, and the provision of sewage treatment, shall be done in a manner which will meet all the requirements of the Colorado Department of Health, and the Larimer County Public Health Department, and the officers authorized to enforce such requirements.

APPROVED: By the Larimer County Planning Commission on this 20th day of February, A.D. 1980.

APPROVED: By the Larimer County Board of County Commissioners this 5th day of May, A.D., 1980. All dedications as public highways of the streets, highways, and roads as set forth on the within plat are hereby accepted pursuant to Colorado Revised Statutes, 1973, 43-2-201 (1) (a). The acceptance of the dedications made herein are as public highways only. This acceptance does not constitute adding the roads, streets, and highways as set forth on this plat to the County primary or secondary road system, and the County does not accept nor assume the responsibility for the construction, repair or maintenance of any streets, highways, roads, alleys, bridges, rights-of-way, or other improvements designated on this plat.

MAINTENANCE: Maintenance of all roads and drainage facilities on Glacier View Meadows Subdivision Twelfth Filing P.U.D. shall be the responsibility of the property owners in the subdivision through the Glacier View Road and Recreation Association. Failure to adequately maintain these roads and drainage facilities shall result in a lien upon the lots affected.

NOTES: Geologist's statement, building envelopes, driveways, drainage structures, traffic control devices, street name signs, and other improvements, as listed in Addendum "A" contained in the construction plans.

Setback variances for lots 231, 235, 236, 237 and 238 have been approved. Structures on these lots may be placed ten (10) feet from the subdivision boundary line.

The building envelopes were reviewed as they pertain to the geologic features and restraints. All but a few of the lots in this filing contain building sites free of geologic hazards or sites where mitigation of these hazards can be readily accomplished prior to construction: Building envelopes on lots 147, 226, 229 and 230 will require more detailed geologic investigation and approval by the Larimer County Planning Department. Alternate building sites will require a field inspection by the Architectural Control Committee and approval by the Larimer County Planning Department prior to issuance of a building permit.

GLACIER VIEW MEADOWS SUBDIVISION, TWELFTH FILING, P.U.D.

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is this 13 day of May, 1980, for the following described parcels of land:

All of Glacier View Meadows Subdivision Twelfth Filing P.U.D. hereby adopting, ratifying, confirming and incorporated herein the provisions of the Protective and Design Covenants Master Declaration for Glacier View Meadows recorded in the office of the Clerk and Recorder of Larimer County, Colorado, under reception number 361688, and further in addition thereto establish the following supplemental covenants thereto:

1. TYPE OF BUILDING: No building shall be erected or permitted to remain on any portion of the property hereinabove described other than a single family residence with a garage either attached or detached, which garage shall not be for more than two vehicles. Appropriate out-buildings shall be permitted with the written approval of the Architectural Control Committee.
2. DWELLING SIZE: The maximum dwelling height shall be 35 feet or 2 levels. Building height shall be considered as the vertical distance from the average finished ground level of the building site to the highest point of the structure directly above said ground level. The minimum dwelling width shall be 20 feet. Building width shall be considered as the horizontal distance between any two opposite exterior walls. The designated maximum building height and minimum width requirements may be waived by the Architectural Control Committee when in their opinion such structures relate to sound architectural planning and land use, and conform to the overall design and pattern of the development. Each dwelling unit shall occupy a minimum floor area for living purposes actually and fully enclosed within the structure of not less than 1200 square feet. In computing such minimum area, the area of open porches, carports, and garages shall not be included.
3. DENSITY: Not more than one residence may be built upon any lot or portion thereof.

4. HOME OCCUPATIONS: Home occupations shall be permitted with the prior written approval of the Architectural Control Committee.

5. ROADS: All roads within the subdivision shall be considered as private roads for the private use of the owners of the tracts comprising the subdivision and such roads are not public dedicated roads, except where otherwise indicated or delineated as public roads on the plat. The maintenance of the private roads shall be the responsibility of the Glacier View Road and Recreation Association, and each of the owners shall be liable for prorata charges assessed by said Glacier View Road and Recreation Association, which charge shall not exceed the annual charge of \$100.00 for each membership unless increased by a majority vote of said Association according to the rules thereof. Said cost and charges shall be payable to the Glacier View Road and Recreation Association at its registered office. In the event that any tract owner shall fail to make his annual payments as herein provided, said annual assessment may be collectible in a court of competent jurisdiction and shall become a lien upon the land. The rules, regulations and by-laws and articles of incorporation of the Glacier View Road and Recreation Association shall govern the construction, operation and maintenance of roads and recreational facilities. This covenant shall run with and be binding upon the land, and may be removed only with the approval of the County of Larimer. This covenant shall not expire with the expiration of these protective covenants, but shall remain perpetual.

6. TRAILS: Certain easements have been designated on the plat of Glacier View Meadows Subdivision, Twelfth Filing, as "Foot Trails" and "Horse Trails". Said easements shall remain unobstructed for the joint use of the members of the Glacier View Road and Recreation Association.

7. MANAGEMENT AND MAINTENANCE OF GREENBELT AREAS, OPEN SPACE DRAINAGE FACILITIES AND OTHER COMMON ELEMENTS: The management and maintenance of those areas designated on the plat as "Utility Areas" or "Parks", open space drainage facilities and other common elements, shall be managed and maintained by the Glacier View Road and Recreation Association. Said management and maintenance shall be pursuant to and subject to the terms and provisions of an agreement limiting or defining the use thereof, between Glacier View Meadows Development Company and Glacier View Road and Recreation Association, or any amendments thereto or any agreements hereafter entered into. The obligation of a lot owner for the maintenance of Greenbelt areas is as provided in paragraph 5 hereof.

8. FAILURE OF GLACIER VIEW ROAD AND RECREATION ASSOCIATION TO MAINTAIN ROADS AND COMMON FACILITIES: The Glacier View Road and Recreation Association was established for the purpose of maintaining roads, open space drainage facilities (hereafter "common facility"). In the event such Association shall fail to maintain the common facility in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners for Larimer County may serve written notice upon such organization or upon the residents of the subdivision involved, setting forth the manner in which the Association has failed to maintain the facility in a reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be cured within 30 days thereof, and shall state the date and place of a hearing thereon, which shall be held within 14 days of the notice. At such hearing, the County shall determine if such deficiencies exist and may modify the terms of its original notice as to the deficiencies, and may

give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof are not cured within said 30 days or any extension thereof, the County, in order to preserve the taxable values of the property contained within the subdivision, and to prevent the common facilities from becoming a public nuisance and public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the County, upon its initiative or upon the written request of the Association theretofore responsible for the maintenance of the common facility, shall call a public hearing upon notice to such Association and to the residents of the subdivision involved, to be held by the Board of County Commissioners, at which hearing such Association or the residents of the subdivision shall show cause why such maintenance by the County shall not, at the election of the County, continue for a succeeding year. If the Board of County Commissioners shall determine that such Association is ready and able to maintain said common facility in a reasonable condition, the County shall cease to maintain said common facility at the end of said year. If the Board of County Commissioners shall determine such organization is not ready and able to maintain such common facility in a reasonable condition, the County may, in its discretion, continue to maintain said facility during the next succeeding year subject to a similar hearing and determination in each year thereafter.

The cost of such maintenance by the County shall be paid by the owners of the properties within the subdivision that have a right to enjoyment or use of the common facility involved, and any unpaid assessments shall become a tax lien upon said properties. The County shall file a notice of such lien in the office of the County Clerk and Recorder upon the property affected by such lien within the subdivision, and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance in the manner provided by law for the collection, enforcement and remittance of general property taxes.

9. ANIMALS: No animals, livestock or poultry of any kind shall be housed, or kept on any lot, except that commonly accepted domestic household pets but not including horses, (except as hereinafter provided), provided they are not kept or maintained for any commercial purposes, and are not in nuisance to adjoining property owners or wildlife. Dogs may be kept upon the premises so long as they are securely confined in an enclosure such as a pen or restricted by a suitable leash or chain.

10. EXTERIOR LIGHTS: ~~The location of all outside lights and lighting and the intensity thereof shall be approved by the Architectural Control Committee before installation.~~

11. DRIVEWAYS: The location and composition of all driveways shall be approved by the Architectural control Committee prior to construction and use.

12. HORSES: Horses, for the personal use of the residents, may be kept and maintained for their personal use, upon the hereinafter described following lots, pursuant and in accordance with rules and regulations as the Architectural Control Committee may from time to time designate. Said horses shall be maintained in a good and husbandlike manner and the property shall not be over-grazed (in the exclusive opinion of the Architectural Control Committee). All stable areas shall be constructed and maintained in accordance with such rules and regulations as the Architectural Control Committee may from time to time designate. Commercial riding and boarding operations are expressly prohibited. Lots permitting horses are as follows: Lots 37, 38, 39, 40, 20, 21, 22, 15, 16, 83, 52, 53,

6, 77, 76, 123, 122, 121, 166, 54, 8.

13. PRIVATE AUTOMOBILES: No inoperative private automobiles, machines or rubbish shall be placed and remain on any lot for more than thirty (30) days unless stored or parked in a carport.

14. EASEMENTS: There shall be an easement for utilities twenty feet in width along, adjacent to and parallel to all streets and roads; and there shall also be easements wherever the same shall be delineated on the plat, if any.

GLACIER VIEW MEADOWS,
a Limited Partnership

Donald B Weixelman
General Partner

STATE OF COLORADO)
) ss.
County of Larimer)

Subscribed and sworn to before me this 13th day of May, 1980, by Donald B. Weixelman, a General Partner of Glacier View Meadows, a Limited Partnership.

Donna L Howard
Notary Public

My Commission Expires:

11/6/82

SUPPLEMENTAL DECLARATION OF MASTER DECLARATION OF
GLACIER VIEW MEADOWS WATER AND SEWER ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants is made this 26th day of February, 1978, for the hereinafter described parcels of land in Glacier View Meadows Twelfth Filing, ratifying, confirming and incorporating herein the provisions of the Glacier View Meadows Water and Sewer Association, Master Declaration dated February 20, 1976, and recorded in Book 1687, at Page 163, of the records of the Clerk and Recorder of Larimer County, Colorado.

(1) All lots in Glacier View Meadows Twelfth Filing shall be subject to the Glacier View Meadows Water and Sewer Association amended Master Declaration for both water and sewer.

(2) This declaration may be amended with the approval of the majority of the aforementioned lot owners and the Board of County Commissioners of the County of Larimer.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the year and date first above written.

GLACIER VIEW MEADOWS, A Limited Partnership

By: Donald B Weixelman
General Partner

Subscribed and sworn to before me this 26th day of February, 1978.
My Commission expires: 11/6/82

Donna L Howard
Notary Public