

PROTECTIVE AND DESIGN COVENANTS  
MASTER DECLARATION FOR  
GLACIER VIEW MEADOWS

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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:

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*Glacier View Road & Res Assoc*  
*1417 Green Mountain Dr*  
*Louisville 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:

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(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

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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

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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

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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

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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. Dalton  
Notary Public