

Restrictive Covenants, North Meadow Subdivision - First
Filing, File No. 0330,

1. Planning and Architectural Control Committee.

1.1 Committee. The Planning and Architectural Control Committee, hereinafter referred to as The Committee, shall consist of at least three members who shall be designated by Mt. Werner Associates, its successors or assigns, to review, study, and approve or reject proposed improvements within the area described in Map of North Meadow Subdivision, First Filing, of which these restrictive covenants are now a part.

1.2 Rules. The Committee shall make such rules and by-laws and adopt such procedures as it may deem appropriate to govern its proceedings.

1.3 Approval of Plan. No building, out building, fence, wall or other improvement shall be constructed, erected or maintained on any Block or Lot, nor shall any addition thereto, or alteration therein be made, until plans and specifications showing the color, location, materials, landscaping, and such other information relating to such improvements as the Committee may reasonably require shall have been submitted to and approved by the Committee in writing.

1.4 Criteria. In passing upon such plans and specifications, The Committee shall consider:

1.4.1 The Suitability of the improvement and materials of which it is to be constructed to the site upon which it is to be located.

1.4.2 The nature of adjacent and neighboring improvements.

1.4.3 The quality of the materials to be utilized in any proposed improvement; and,

1.4.4 The effect of any proposed improvement on the outlook of any adjacent or neighboring property.

It shall be an objective of The Committee to make certain that no improvement will be so similar or so dissimilar to others in the vicinity that values, monetary or aesthetic, will be impaired.

1.5 Effect of The Committee's Failure to Act. In the event The Committee fails to approve or disapprove plans and specifications submitted to it within sixty days of submission and no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be determined to have been fully complied with.

2. Land Use. The lands in North Meadow Subdivision, First Filing, shall be used for the following purposes:

2.1 The numbered Lots shall be used only for private residences, each to contain not more than one detached single-family dwelling house.

3. Easements and Rights-of-Way.

3.1 Easements and rights of way for roads, lighting, heating, electricity, gas, telephone, water, sewerage, bridal paths, and pedestrian traffic, and any other kind of public or quasi public utility service are reserved as shown on the Map of North Meadow Subdivision, First Filing. No fence, wall, hedge, barrier or other improvements shall be erected or maintained along, on, across or within the area reserved for easements and rights of way.

North Meadow Covenants, Page 2.

4. Signs. No signs, billboards, poster boards or advertising structures of any kind shall be erected or maintained on any lot or structure for any purpose whatsoever, except such signs as have been approved by The Committee as reasonably necessary for the identification of residences.

5. Water and Sewage. Each structure designed for occupancy for use by human beings shall connect with the water and sewage facilities of Mt. Werner Water and Sanitation District. No private well shall be used as a source of water for human consumption or irrigation in North Meadow Subdivision, First Filing, nor shall any facility other than those provided by the Mt. Werner Water and Sanitation District be used for the disposal of sewage. Mechanical garbage disposal facilities shall be provided in each kitchen or food preparing area.

6. Trash and Garbage. No trash, ashes or other refuse may be thrown or dumped on any land within North Meadow Subdivision, First Filing, and no incinerators or other device for the burning of refuse materials shall be constructed, installed or used by any person except as approved by The Committee. Each property owner shall provide suitable receptacles for the collection of refuse. Such receptacles shall be screened from public view and protected from disturbance.

7. Livestock. No animals, livestock, horses or poultry of any kind except dogs, cats and other household pets shall be kept, raised or bred in North Meadow Subdivision, First Filing, except in areas designated for such purposes by The Committee.

8. Trees. No trees shall be cut, trimmed or removed in North Meadow Subdivision, First Filing, except with prior written approval of The Committee and by persons designated by The Committee.

9. Set Back Requirements. There shall be no general requirements for the location of improvements with relation to property lines. But the location of each improvement must be approved in advance by The Committee. In determining the proper location for each improvement, The Committee shall consider the location of existing and future improvements on adjacent property, the wishes of adjacent property owners, and such other monetary or aesthetic considerations as it may deem appropriate.

10. Landscaping and Gardening. All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses, except where such areas are to be improved by the construction of gardens, lawns, and exterior living areas, which will be permitted only after the plans therefor have been approved by The Committee.

11. Area Requirements. No structure designed for human use or habitation shall be constructed unless the aggregate floor area, exclusive of open porches, basements, carports and garages, shall be in excess of 500 square feet. The Committee shall determine from the design of the improvement whether an area which is partially below grade shall qualify as areas to be included within the minimum permissible area.

12. Trade Names. No word, name, symbol, or combination thereof shall be used to identify for commercial purposes a house, structure, business or service in North Meadow Subdivision, First Filing, unless the same shall have first been approved in writing by The Committee.

13. Temporary Structures. No temporary structure, excavation, basement, trailer or tent shall be permitted in North Meadow Subdivision, First Filing, except as may be necessary during construction and authorized by The Committee.

11. Continuity of Construction. All structures commenced in North Meadows Subdivision, First Filing, shall be prosecuted diligently to completion and shall be completed within 18 months of commencement, except with written consent of The Committee.
12. Nuisance. No noxious or offensive activity shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance in North Meadows Subdivision, First Filing.
13. Fences. No fences, walls or other barriers shall be permitted except with the written consent of The Committee.
14. Towers and Antennae. No towers or radio or television antennas higher than three feet above the highest roof line of the dwelling house shall be erected on any residential tract and all such towers and antennae must be attached to the dwelling house.
15. Underground Utility Lines. All water, gas, electric, and telephone pipes and lines and all other utility lines within North Meadows Subdivision, First Filing, must be buried underground and may not be carried on overhead poles nor above the surface of the ground.
16. Storage Tanks. No elevated tanks of any kind shall be erected, placed or permitted upon any building site. Any tank for use in connection with any residence or building on the lots, including tanks for storage of gas, fuel oil, gasoline or oil, must be buried or kept screened by adequate planting or fencing to conceal them from neighboring lots and streets. Such planting or fencing to be approved by The Committee.
17. Coal. The use of coal as a fuel for burning in a furnace or fireplace is not allowed. No coal can be stored or stockpiled on any lot within this subdivision.
18. Severability. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.
19. Effect and Duration of Covenants. The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in North Meadows Subdivision, First Filing, and each owner of property thereon, his successors, representatives and assigns and shall continue in full force and effect until January 1, 1999, at which time they shall be automatically extended for 3 successive terms of 10 years each.
20. Amendment. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of 75% of the privately owned land included within the boundaries of North Meadows Subdivision, First Filing, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Routt County, Colorado.
21. Enforcement. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in North Meadows Subdivision, First Filing, to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, for such violations.

filed 10/25/77 4:
Routt County, Co.
10/25/77

PROTECTIVE COVENANTS

OF

NORTH MEADOWS SUBDIVISION - SECOND FILING

WHEREAS the property owners of North Meadows Subdivision wish to place certain restrictions on the use of the Blocks and Lots shown on the map of North Meadows Subdivision, Second Filing, with the exclusion of properties occupied by the Rockies Condominium complex, for the benefit of themselves, their successors and assigns, in order to establish the character and value of real estate and to assure each owner the full benefit and enjoyment of his property.

NOW THEREFORE, in order to define the duties and obligations of those who may hereafter purchase or lease and from time to time so own or hold any of the Blocks and Lots in North Meadows Subdivision, Second Filing, the following restrictions, covenants and conditions shall be deemed to run with the land and to inure to the benefit of and be binding upon the owner, his respective grantees, successors and assigns. These covenants, as filed with the County Clerk and Recorder of Routt County, Colorado, do revoke and cancel all prior covenants and amendments thereto.

1. PLANNING AND ARCHITECTURAL CONTROL COMMITTEE

1.1 COMMITTEE. The Planning and Architectural Control Committee, hereinafter referred to as the Committee, shall consist of at least three members to be elected by North Meadows property owners, each to serve three years. Election shall be held during the month of July each year, starting in 1978. For the purpose of continuity, members of the present Committee shall serve one, two and three years, respectively, terms to commence on the date of this filing. When a Committee member is unable to finish his term of office, the two remaining members shall then appoint a member to fill the vacancy for the remainder of the term. If more than one vacancy occurs, a special election shall be held.

1.2 RULES. The Committee shall make such rules and by-laws and adopt such procedures as it may deem appropriate to govern its proceedings.

1.3 APPROVAL OF PLAN. No building, out building, fence, wall or other improvement shall be constructed, erected or maintained on any Block or Lot, nor shall any addition thereto, or alteration therein be made until plans and specifications showing the color, location, materials, landscaping and other information relating to such improvements as the Committee may reasonably require shall have been submitted to and approved by the Committee in writing.

1.4 CRITERIA. In passing upon such plans and specifications, the Committee shall consider:

1.4.1 The suitability of the improvement and of the materials of which it is to be constructed to the site on which it is to be located.

1.4.2 The nature of adjacent and neighboring improvements.

1.4.3 The quality of materials to be utilized in any proposed improvement.



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1.4.4 The effect of any proposed improvement on the outlook of any adjacent or neighboring property.

It shall be an objective of the Committee to make certain that no improvement will be so similar or so dissimilar to others in the vicinity that property values, monetary or aesthetic, will be impaired.

1.5 EFFECT OF THE COMMITTEE'S FAILURE TO ACT. In the event the Committee fails to approve or disapprove plans and specifications submitted to it within sixty (60) days of submission and no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required, and the related covenants shall be determined to have been fully complied with.

1.6 NON-LIABILITY OF COMMITTEE AND ITS AGENTS. If the Committee, in good faith, acts to approve or disapprove the plans and specifications within the said sixty (60) day period of time, or, in the event the Committee fails to act within the said sixty (60) days, neither the Committee nor its individual members or agents shall be liable in damages or any way whatsoever to any party or persons for the Committee's act or failure to act.

1.7 ARCHITECTS FEES. Reasonable architects fees levied for consultation in determining approval or disapproval of proposed improvements shall be paid for by the property owner presenting plans.

1.8 ARBITRATION. In the event of protest related to the enforcement of established covenants, a Board of Arbitration shall be set up as follows: The plaintiff shall choose one member; the Committee shall choose one member. The two members so chosen shall then choose three additional members. All members of the Board of Arbitration shall be owners of property in North Meadows Subdivision. No members of the Committee shall be eligible.

2. LAND USE. The numbered Lots shall be used for private residences, each to contain not more than one detached one or two-family dwelling house. No other structure shall be permitted, except with the permission of the Committee.

2.1 Block 6 and the unplatated area of Block 3 shall be used only for lodges, condominiums, open space or multi-family dwellings, the determination to be at the discretion of the Committee.

3. EASEMENTS AND RIGHTS-OF-WAY. Easements and rights-of-way for roads, lighting, electricity, gas, telephone, water, sewer, bridle and bicycle paths, pedestrian traffic or any other public or quasi-public utility services are reserved as legally established. No fence, wall, hedge, barrier or other improvements shall be erected or maintained along, on, across or within the area reserved for easements or rights-of-way.

4. SIGNS. No signs or other advertising device of any character shall be erected, pasted, posted, displayed or permitted on any lot or structure with the exception of the following:

4.1 A single sign advertising property for sale or for rent, not to exceed four square feet in area, shall be authorized, when needed.

4.2 Each property owner may, if he desires, erect a single sign, not to exceed 165 square inches, stating the name of the owner and/or house number.



4.3 A building contractor, during the construction period, may erect a sign, not to exceed four square feet in area, beside a project in progress. Said sign must be removed within two weeks of project completion.

5. WATER AND SEWER. Each structure designed for human occupancy shall connect with the Mt. Werner Water and Sanitation District facilities. No facility other than those provided by Mt. Werner Water and Sanitation District shall be used for the disposal of sewage. Mechanical garbage disposal facilities shall be provided in each kitchen or food preparing area.

6. LIVESTOCK. No hogs, cattle, cows, goats, horses, sheep, rabbits, pigeons, pheasants, game birds, fowl or poultry shall be kept or maintained on any part of said property. Dogs, cats and other domestic pets may be kept upon said property, provided they are not kept, bred or maintained for any commercial use or purpose.

7. TREES. No living trees shall be cut or removed from North Meadows Subdivision, Second Filing, except with prior written approval of the Committee.

8. SET BACK REQUIREMENTS. The location of each improvement must be approved in advance by the Committee. City zoning requirements, location of existing and projected improvements on neighboring properties and aesthetic implications must be respected.

9. LANDSCAPING AND GARDENING. All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses, except where such areas are to be improved by the construction of gardens, lawns and exterior living areas, which will be permitted only after the plans therefor have been approved by the Committee.

10. RESIDENTIAL AREA REQUIREMENTS. No structures designed for human use or habitation shall be constructed unless the aggregate floor area, exclusive of open porches, carports, basements and garages, shall be in excess of:

1200 square feet for single family dwellings;

2400 square feet for duplexes (no less than 800 square feet in one side);

800 square feet for each unit in a multi-family dwelling.

No business or commercial operation may be conducted on any lot or unplatte~~d~~ area.

11. TEMPORARY STRUCTURES. No temporary structure, excavation, landfill, basement, trailer or tent shall be permitted in North Meadows Subdivision, Second Filing, except as may be necessary during construction and/or authorized by the Committee.

12. CONTINUITY OF CONSTRUCTION. All structures commenced in North Meadows Subdivision, Second Filing, shall be prosecuted diligently to completion and shall be completed within 12 months of commencement, except with written consent of the Committee.

13. UNSIGHTLINESS - NUISANCE. No unsightliness or public nuisance shall be permitted in North Meadows Subdivision, Second Filing.

13.1 All unsightly facilities, equipment, objects and conditions shall be enclosed within an approved structure.



13.2. No trailers, mobile homes, campers not on a truck, boats, tractors, vehicles other than automobiles in use or equipment of a similar nature shall be kept or parked for any purpose on the property, except with approval of the Committee.

13.3. Rubbish, garbage or other waste shall be kept and stored in a sanitary container. No part of the property shall be used as a dumping ground. All containers for the storage or disposal of garbage or other refuse shall be kept in a clean, sanitary condition and shall be kept inside a residence or inside an enclosed structure. No trash, litter or junk shall be permitted to remain exposed on any lot.

13.4. No clotheslines shall be permitted.

13.5. No light shall be emitted from any property which is unreasonably bright or causes unreasonable glare. No sound shall be emitted which is consistently loud or annoying.

13.6. No refuse shall be burned on any property.

14. FENCES. Fences attached to the building, which do not extend farther than sixteen (16) feet, shall be permitted on approval of the Committee.

15. TOWERS AND ANTENNAE. No towers or radio or television antennae higher than four (4) feet above the highest roof line of the dwelling house shall be erected on any residential tract and all such towers and antennae must be attached to the dwelling house.

16. UNDERGROUND UTILITY LINES. All water, gas, electric and telephone pipes and lines and all other utility lines within North Meadows Subdivision, Second Filing, must be buried underground and may not be carried on overhead poles nor above the surface of the ground.

17. STORAGE TANKS. No elevated tanks of any kind shall be erected, placed or permitted upon any building site. Any tank for use in connection with any residence or building on the lots or unplatte areas, including tanks for storage of gas, fuel oil, gasoline or oil, must be buried or kept screened by adequate planting or fencing to conceal them from neighboring lots and streets. Such planting or fencing must be approved by the Committee.

18. COAL. Coal may be used as a fuel only if coal storage is provided inside the structure. No coal can be stored or stockpiled on any lot or unplatte area.

19. SEVERABILITY. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

20. EFFECT AND DURATION OF COVENANTS. The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in North Meadows Subdivision, Second Filing, and each owner of property therein, his successors, representatives and assigns and shall continue in full force and effect until January 1, 1999, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each.



21. AMENDMENT. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of 75% of the privately owned land included within the boundaries of North Meadows Subdivision, Second Filing, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Routt County, Colorado.

22. ENFORCEMENT. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in North Meadows Subdivision, Second Filing, to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, for such violations.

*Christine E. Harris
Jane D. Forbes*



Signature acknowledged on the 30th day of
September, 1999 by Christine E. Harris
(CHRISTINE E. HARRIS)

State of Colorado, County of Routt.

Commission expires 6-30-2000.



NORTH MEADOWS SUBDIVISION - SECOND FILING

MAS, Mt. Werner Associates, a partnership, desires to place certain restrictions on the use of the Blocks and Lots shown on the Map of North Meadows Subdivision, Second Filing, for the benefit of itself, and its respective grantees, successors and assigns, in order to establish and retain the character and value of real estate.

WHEREFORE, in consideration of the premises, Mt. Werner Associates, itself and its respective grantees, successors and assigns, does by impose, establish, publish, acknowledge, declare and agree with, and for the benefit of all persons who may hereafter purchase or lease from time to time to own or hold any of the Blocks and Lots in North Meadows Subdivision, Second Filing, subject to the following restrictions, covenants, and conditions all of which shall be deemed to run with the land to inure to the benefit of and be binding upon the Owner, its respective heirs, successors and assigns:

PLANNING AND ARCHITECTURAL CONTROL COMMITTEE

COMMITTEE. The Planning and Architectural Control Committee, herein referred to as The Committee, shall consist of at least three members shall be designated by Mt. Werner Associates, its successor or assigns, review, study and approve or reject proposed improvements within the area cited in Map of North Meadows Subdivision, Second Filing, of which these restrictive covenants are made a part.

RULES. The Committee shall make such rules and by-laws and adopt such procedures as it may deem appropriate to govern its proceedings.

APPROVAL OF PLANS. No building, out building, fence, wall or other improvement shall be constructed, erected or maintained on any Block or Lot, until any addition thereto, or alteration therein be made, until plans specifications showing the color, location, materials, landscaping, and other information relating to such improvements as the Committee may duly require shall have been submitted to and approved by The Committee filing.

CRITERIA. In passing upon such plans and specifications, The Committee considers:

The suitability of the improvement and materials of which it is to be erected to the site upon which it is to be located;

The nature of adjacent and neighboring improvements;

The quality of the materials to be utilized in any proposed improvements;

The effect of any proposed improvement on the outlook of any adjacent neighboring property.

It shall be an obligation

2.1. The numbered lots shall be used only for private residences, each to contain not more than one detached single-family dwelling house.

EASEMENTS AND RIGHTS-OF-WAY.

3.1. Easements and rights-of-way for roads, lighting, heating, electricity, gas, telephone, water, sewage, bridal paths, and pedestrian traffic, and any other kind of public or quasi public utility service are reserved as shown on the Map of North Meadows Subdivision, Second Filing. No fence, wall, hedge, barrier or other improvements shall be erected or maintained along, on, across or within the area reserved for easements and rights-of-way.

4. SIGNS. No signs, billboards, poster boards or advertising structure of any kind shall be erected or maintained on any lot or structure for any purpose whatsoever, except such signs as have been approved by The Committee as reasonably necessary for the identification of residences.

5. WATER AND SEWAGE. Each structure designed for occupancy for use by human beings shall connect with the water and sewage facilities of Mt. Werner Water and Sanitation District. No private well shall be used as a source of water for human consumption or irrigation in North Meadows Subdivision, Second Filing, nor shall any facility other than those provided by the Mt. Werner Water and Sanitation District be used for the disposal of sewage. Mechanical garbage disposal facilities shall be provided in each kitchen or food preparing area.

6. TRASH AND GARBAGE. No trash, ashes or other refuse may be thrown or dumped on any land within North Meadows Subdivision, Second Filing, and no incinerators or other device for the burning of refuse indoors shall be constructed, installed or used by any person except as approved by The Committee. Each property owner shall provide suitable receptacles for the collection of refuse. Such receptacles shall be screened from public view and protected from disturbance.

7. LIVESTOCK. No animals, livestock, horses or poultry of any kind except dogs, cats and other household pets shall be kept, raised or bred in North Meadows Subdivision, Second Filing, except in areas designated for such purposes by The Committee.

8. TREES. No trees shall be cut, trimmed or removed in North Meadows Subdivision, Second Filing, except with prior written approval of The Committee and by persons designated by The Committee.

9. SET BACK REQUIREMENTS. There shall be no general requirements for the location of improvements with relation to property lines, but the location of each improvement must be approved in advance by The Committee. In determining the proper location for each improvement, The Committee shall consider the location of existing and future improvements on adjacent property, the wishes of adjacent property owners, and such other monetary or aesthetic considerations as it may deem appropriate.

10. LANDSCAPING AND GARDENING. All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses, except where such

structure, excavation, basement, cellar or tent shall be permitted in North Meadows Subdivision, Second Filing, except as may be necessary during construction and authorized by The Committee.

L. CONTINUITY OF CONSTRUCTION. All structures commenced in North Meadows Subdivision, Second Filing, shall be prosecuted diligently to completion and shall be completed within 12 months of commencement, except with written consent of The Committee.

M. NOISOME. No noxious or offensive activity shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance in North Meadows Subdivision, Second Filing.

N. FENCES. No fences, walls or other barriers shall be permitted except with written consent of The Committee.

TOWERS AND ANTENNAE. No towers or radio or television antennas higher than three feet above the highest roof line of the dwelling house shall be erected on residential tract, and all such towers and antennae must be attached to dwelling house.

UNDERGROUND UTILITY LINES. All water, gas, electric, and telephone pipe lines and all other utility lines within North Meadows Subdivision, Second Filing, must be buried underground and may not be carried on overhead poles nor to the surface of the ground.

STORAGE TANKS. No elevated tanks of any kind shall be erected, placed or set upon any building site. Any tank for use in connection with any residence or building on the lots, including tanks for storage of gas, fuel oil, liquors or oil, must be buried or kept screened by adequate planting or fencing conceal them from neighboring lots and streets. Such planting or fencing to be approved by The Committee.

COAL. The use of coal as a fuel for burning in a furnace or fireplace is allowed. No coal can be stored or stockpiled on any lot within this subdivision.

SEVERABILITY. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

EFFECT AND DURATION OF COVENANTS. The conditions, restrictions, stipulations, events and covenants contained herein shall be for the benefit of and binding each tract in North Meadows Subdivision, Second Filing, and each owner of property therein, his successors, representatives and assigns and shall continue in force and effect until January 1, 1999, at which time they shall be automatically extended for 5 successive terms of 10 years each.

WAIVER. The conditions, restrictions, stipulations, agreements and events contained herein shall not be waived, abandoned, terminated, or amended by written consent of the owners of 75% of the privately owned land within the boundaries of North Meadows subdivision, Second Filing, as may then be shown by the plat on file in the office of Routt County

..... Covenants, made and entered into by and between RICHARD W. RUSSELL, WILLIAM E. GAMBLE and MARILYN C. GAMBLE, MARVIN L. CRAWFORD and EDITH M. CRAWFORD, ROBEY H. CLARK and JOANNE J. CLARK, JOHN K. McCREADY and RUTH N. McCREADY, JAY E. LUTZ and JUDY A. LUTZ, GORDON L. WREN and JEAN M. WREN, THE ROUTT COUNTY NATIONAL BANK OF STEAMBOAT SPRINGS and MT. WERNER ASSOCIATES, a partnership,

WITNESSETH:

WHEREAS, all of the parties hereto have heretofore acquired interests in the real property formerly known as North Meadows Subdivision, Filing No. 1 and Filing No. 2, Routt County, Colorado, by virtue of duly recorded deeds and deeds of trust; and

WHEREAS, certain errors and discrepancies were found in the plats of North Meadows Subdivision, Filing No. 1 and Filing No. 2, Routt County, Colorado; and

WHEREAS, a plat containing a resurvey and rededication of North Meadows Subdivision, Filing No. 1 and Filing No. 2, was filed for record on March 4, 1968, under Reception No. 6721, correcting the errors and discrepancies, and which plat has been duly ratified, adopted and confirmed by all of the parties hereto; and

WHEREAS, it is the desire of the parties hereto to amend the protective covenants of North Meadows Subdivision, Filing No. 1 and Filing No. 2, heretofore filed under Reception Nos. 6559 and 6618,

NOW, THEREFORE, for and in consideration of the execution of this

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A/C 2/16/68

... in North Meadows Subdivision,
Filing No. 1 and Filing No. 2, according to the survey
thereof, Routt County, Colorado, shall be used for the
following purposes:

- "2.1. The numbered lots in Blocks 1, 2, 3, 4 and 5 shall
be used only for private residences or two-family residences,
the determination to be at the discretion of the Planning and
Architectural Control Committee.
- "2.2. Block 6 shall be used only for lodges, condominiums, open space
or multi-family dwellings, the determination to be at the dis-
cretion of the Planning and Architectural Control Committee."

2. In all other respects the protective covenants as described above
and as heretofore filed of record are hereby ratified, confirmed and approved
by the parties hereto as previously written.

IN WITNESS WHEREOF, the parties hereto have executed and acknowl-
edged this agreement on the date of their respective acknowledgements as of
the 21st day of June, 1968.

Richard W. Russell
RICHARD W. RUSSELL

W. E. Gamble
WILLIAM E. GAMBLE

Marvin L. Crawford
MARVIN L. CRAWFORD

Marilyn C. Gamble
MARILYN C. GAMBLE

Edith M. Crawford
EDITH M. CRAWFORD

Robey H. Clark
ROBEY H. CLARK

John K. McCready
JOHN K. MCCREADY

Joanne J. Clark
JOANNE J. CLARK

Ruth N. McCready
RUTH N. MCCREADY

Jay E. Lutz
JAY E. LUTZ

Gordon L. Wren
GORDON L. WREN

Judy A. Lutz
JUDY A. LUTZ

Jean M. Wren
JEAN M. WREN

MT. WERNER ASSOCIATES,
A PARTNERSHIP
D O T I D

STATE OF COLORADO
NOTARY PUBLIC
JULY 1968



The foregoing instrument was acknowledged before me this 16th
day of June, 1968, by Richard W. Russell.

WITNESS MY HAND AND NOTARIAL SEAL.

My commission expires 11-16-69

Richard W. Russell
Notary Public

STATE OF COLORADO)

City and County of Denver)

JULY 1968
The foregoing instrument was acknowledged before me this 11th
day of July, 1968, by William E. Gamble and Marilyn C. Gamble.

WITNESS MY HAND AND NOTARIAL SEAL.

My commission expires June 14, 1969

William E. Gamble
Notary Public

STATE OF COLORADO)

County of Routt)

JULY 1968
The foregoing instrument was acknowledged before me this 21st
day of July, 1968, by Marvin L. Crawford and Edith M. Crawford.

WITNESS MY HAND AND NOTARIAL SEAL.

My commission expires April 6, 1972

Edith M. Crawford
Notary Public

STATE OF TEXAS)

The foregoing instrument was acknowledged before me this 3rd day of July, 1966, by John K. McCready and Ruth N. McCready.

WITNESS MY HAND AND NOTARIAL SEAL.

My commission expires July 31, 1967.

S. K. McCready
Notary Public

EEEEE

The foregoing instrument was acknowledged before me this 1st day of July, 1966, by Debra L. Wren ^{as} President and Jean M. Wren ^{as} Secretary of The Routt County National Bank of Steamboat Springs.

WITNESS MY HAND AND NOTARIAL SEAL.

My commission expires July 20, 1971.

D. L. Wren
Notary Public

EEEEE

S. K. McCready
Notary Public

The foregoing instrument was acknowledged before me this 1st day of July, 1966, by Jay E. Lutz and Judy A. Lutz.

WITNESS MY HAND AND NOTARIAL SEAL.

My commission expires June 14, 1967.

Gordon L. Wren
Notary Public



S. K. McCready
Notary Public

/ of Recd

The foregoing instrument was acknowledged before me this 21st day of July, 1966, by Gordon L. Wren and Jean M. Wren.

WITNESS MY HAND AND NOTARIAL SEAL.

My commission expires Sept. 1, 1972.

S. K. McCready
Notary Public

/ of Recd

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SUBDIVISION, FILING NO. 1 AND FILING NO. 2, ROUTT
COUNTY, COLORADO

(Revised 8-1-71)

REFERENCE IS MADE to that certain instrument executed under of July 28, 1968, by Mt. Vernet Associates establishing protective covenants, as amended, in North Meadows Subdivision, Filing No. 1 and Filing No. 2, Routt County, Colorado.

AND WHEREAS, the parties signatory hereto, or to counter-hereof, are now the owners of at least 75% of the privately land in said subdivision;

NOW, THEREFORE, the undersigned do hereby consent and agree Paragraph 2 pertaining to Land Use in the said protective covenants is hereby amended to read as follows:

2. Land Use. The lands in North Meadows Subdivision Filing No. 1 and Filing No. 2, according to the resurvey thereof, Routt County, Colorado, shall be used for the following purposes:

2.1. The numbered lots in Blocks 1, 4, and 5, Lots 1 through 4 in Block 2 and Lots 11 through 15 in Block 3 shall be used only for private residences or two-family residences, the determination to be at the discretion of the Planning and Architectural Control Committee.

2.2. Lots 5 through 9 in Block 2, Lots 1 through 10 in Block 3 and Block 6 shall be used only for lodges, condominiums, open space or multi-family dwellings, the determination to be at the discretion of the Planning and Architectural Control Committee.

IN WITNESS WHEREOF, we have executed this instrument on the above opposite our respective signatures, and such hereby files that he is the owner of the lot or lots in said subdivision described opposite his signature.

OF

NORTH MEADOWS SUBDIVISION - STEAMBOAT SPRINGS, COLORADO

WHEREAS the property owners of North Meadows Subdivision wish to place certain restrictions on the use of the Blocks and lots shown on the map of North Meadows Subdivision, Second Filing, with the exclusion of properties occupied by the Rockies Condominium complex, for the benefit of themselves, their successors and assigns, in order to establish the character and value of real estate and to assure each owner the full benefit and enjoyment of his property.

AND THEREFORE, in order to define the duties and obligations of those who may hereafter purchase or lease and from time to time so own or hold any of the Blocks and Lots in North Meadows Subdivision, Second filing, the following restrictions, covenants and conditions shall be deemed to run with the land and to inure to the benefit of and be binding upon the owner, his respective grantee, successors and assigns. These covenants, as filed with the County Clerk and Recorder of Routt County, Colorado, do revoke and cancel all prior covenants and amendments thereto.

1. PLANNING AND ARCHITECTURAL CONTROL COMMITTEE

1.1 COMMITTEE. The Planning and Architectural Control Committee, hereinafter referred to as the Committee, shall consist of at least three members to be elected by North Meadows property owners, each to serve three years. Election shall be held during the month of July each year, starting in 1978. For the purpose of continuity, members of the present Committee shall serve one, two and three years, respectively, terms to commence on the date of this filing. When a Committee member is unable to finish his term of office, the two remaining members shall then appoint a member to fill the vacancy for the remainder of the term. If more than one vacancy occurs, a special election shall be held.

1.2 RULES. The Committee shall make such rules and by-laws and adopt such procedures as it may deem appropriate to govern its proceedings.

1.3 APPROVAL OF PLAN. No building, out building, fence, wall or other improvement shall be constructed, erected or maintained on any Block or lot, nor shall any addition thereto, or alteration thereto be made until plans and specifications showing the color, location, materials, landscaping and other information relating to such improvements as the Committee may reasonably require shall have been submitted to and approved by the Committee in writing.

1.4 CRITERIA. In passing upon such plans and specifications, the Committee shall consider:

1.4.1 The suitability of the improvement and of the materials of which it is to be constructed to the site on which it is to be located.

any easement or any adjacent or neighboring property.

It shall be an objective of the Committee to make certain that no improvement will be so similar or so dissimilar to others in the vicinity that property values, monetary or otherwise, will be impaired.

1.3. EFFECT OF THE COMMITTEE'S FAILURE TO ACT. In the event the Committee fails to approve or disapprove plans and specifications submitted to it within sixty (60) days of submission and completion thereof, approval shall not be required, and the requirements shall be determined to have been fully complied with.

1.4. NON-LIABILITY OF COMMITTEE AND ITS AGENTS. If the Committee, in good faith, acts to approve or disapprove the plans and specifications within the said sixty (60) day period of time, or, in the event the Committee fails to act within the said sixty (60) days, neither the Committee nor its individual members or agents shall be liable in damages or any way whatsoever to any party or persons for the Committee's act or failure to act.

1.5. ARCHITECTS FEES. Reasonable architects fees levied for consultation in determining approval or disapproval of proposed improvements shall be paid for by the property owner presenting

1.6. ARBITRATION. In the event of protest related to enforcement of established covenants, a Board of Arbitration will be set up as follows: The plaintiff shall choose one member; Committee shall choose one member. The two members so chosen shall then choose three additional members. All members of the Board of Arbitration shall be owners of property in North Meadows Subdivision. No members of the Committee shall be eligible.

2. LAND USE. The numbered lots shall be used for private residences, each to contain not more than one detached one or two-family dwelling house. No other structure shall be permitted, except with the permission of the Committee.

2.1. BLOCK 6 and the unplatetted area of Block 3 shall be used only for lodges, condominiums, open space or multi-family dwellings, the determination to be at the discretion of the Committee.

3. EASEMENTS AND RIGHTS-OF-WAY. Easements and rights-of-way roads, lighting, electricity, gas, telephone, water, sewer, and bicycle paths, pedestrian traffic or any other public quasi-public utility services are reserved as legally established, fence, wall, hedge, barrier or other improvements shall be maintained along, on, across or within the areas reserved for easements or rights-of-way.

4. SIGNS. No signs or other advertising device of any character shall be erected, posted, posted, displayed or permitted on or structure with the exception of the following:

4.1 A single sign advertising property for sale or for lease, not to exceed four square feet in area, shall be authorized,

4.2 Each property owner may, if he desires, erect a sign, not to exceed 165 square inches, stating the name of owner and/or house number.

4.3 A building contractor, during the construction period, may erect a sign, not to exceed four square feet in area, beside a project in progress. Said sign must be removed within two weeks of project completion.

5. WATER AND SEWER. Each structure designed for human occupancy shall connect with the Mt. Werner Water and Sanitation District facilities. No facility other than those provided by Mt. Werner Water and Sanitation District shall be used for the disposal of sewage. Mechanical garbage disposal facilities shall be provided in each kitchen or food preparing area.

6. LIVESTOCK. No hogs, cattle, cows, goats, horses, sheep, rabbits, pigeons, pheasants, game birds, fowl or poultry shall be kept or maintained on any part of said property. Dogs, cats and other domestic pets may be kept upon said property, provided they are not kept, bred or maintained for any commercial use or purpose.

7. TREES. No living trees shall be cut or removed from North Meadows Subdivision, Second Filing, except with prior written approval of the Committee.

8. SET BACK REQUIREMENTS. The location of each improvement must be approved in advance by the Committee. City zoning requirements, location of existing and projected improvements on neighboring properties and aesthetic implications must be respected.

9. LANDSCAPING AND GARDENING. All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses, except where such areas are to be improved by the construction of gardens, lawns and exterior living areas, which will be permitted only after the plans therefor have been approved by the Committee.

10. RESIDENTIAL AREA REQUIREMENTS. No structures designed for human use or habitation shall be constructed unless the aggregate floor area, exclusive of open porches, carports, basements and garages, shall be in excess of:

1200' square feet for single family dwellings;

2400 square feet for duplexes (no less than 400 square feet in one side);

800 square feet for each unit in a multi-family dwelling.

No business or commercial operation may be conducted on any lot or unplatted area.

11. TEMPORARY STRUCTURES. No temporary structure, excavation, landfill, basement, trailer or tent shall be permitted in North Meadows Subdivision, Second Filing, except as may be necessary during construction and/or authorized by the Committee.

12. CONTINUITY OF CONSTRUCTION. All structures commenced in North Meadows Subdivision, Second Filing, shall be prosecuted diligently to completion and shall be completed within 12 months of commencement, except with written consent of the Committee.

13. UNSIGHTLINESS - NUISANCE. No unsightliness or public nuisance shall be permitted in North Meadows Subdivision, Second Filing.

13.1 All unsightly facilities, equipment, objects and conditions shall be enclosed within an approved structure.

I. Planning and Architectural Control Committee.

1.1. **Committee.** The Planning and Architectural Control Committee, hereinafter referred to as "The Committee", shall consist of at least three members who shall be designated by Mr. Werner Associates, its agents or trustees to receive, study, and approve or reject proposed improvements within the area described in Part A of North Meadows Subdivision, First Filing, of which these restrictive covenants are part.

1.2. **Rules.** The Committee shall make such rules and by-laws and adopt such procedures as it may deem appropriate to govern its proceedings.

1.3. **Approval of Plan.** No building, fence, wall, or other improvement shall be constructed, excepted or maintained on any block or lot, nor shall any addition thereto, or alteration thereto, be made until plans and specifications showing the color, location, dimensions, materials, and such other information relating to such improvement, as the Committee may reasonably require, shall have been submitted to and approved by the Committee in writing.

1.4. **Criteria.** In passing upon such plans and specifications, the Committee shall consider:

1.4.1. The sufficiency of the improvement and materials of which it is to be constructed to the site upon which it is to be located.

1.4.2. The nature of adjacent and neighboring improvements.

1.4.3. The quality of the materials to be utilized in any proposed improvement, etc.

1.4.4. The effect of any proposed improvement on the value of any adjacent or neighboring property.

It shall be an objective of the Committee to make certain that no improvement will be as similar or as dissimilar to others in the vicinity that would, necessarily or aesthetically, will be disagreeable.

1.5. **Effect of The Committee's Failure to Act.** In the event the Committee fails to approve or disapprove plans and specifications submitted to it within sixty days of submission and so fails to enact the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be determined to have been fully complied with.

2. Land Use. The lands in North Meadows Subdivision, First Filing, shall be used for the following purposes:

2.1. The numbered lots shall be used only for private residence, each lot containing less than one detached single-family dwelling house.

3. **Reserves and Right-of-Way.**

3.1. **Reserves and Rights of Way.** Roads, lighting, heating, electric, telephone, water, sewage, bridal paths, and pedestrian traffic, and any other kind of public or quasi public utility service, not reserved as such on the map of North Meadows Subdivision, First Filing, as fence, wall, hedge, barrier or other improvements, shall be stricken or retained along or across or within the area reserved for easements and rights of way.

4. Signs. No signs, billboards, poster boards or advertising structures of any kind shall be erected or maintained on any lot or structure for any purpose whatsoever, except such signs as have been approved by the Committee as reasonably necessary for the identification of real property.

5. Water and Sewage. Each structure designed for occupancy for use by human beings shall connect with the water and sewage facilities of the Werner Valley and Sanitation District. No private well shall be used as a source of water for human consumption or irrigation purposes subdivision. First Filing, nor shall any facility other than those provided by the Mr. Werner Water and Sanitation District be used for the disposal of sewage. Household sewage disposal facilities shall be provided in each kitchen or food preparing area.

6. Trash and Garbage. No trash, ashes or other refuse may be thrown or dumped on any land within North Meadows Subdivision, First Filing, but no incinerators or other device for the burning of refuse wastes shall be constructed, installed or used by any person except as approved by the Committee. Each property owner shall provide suitable receptacles for the collection of refuse. Such receptacles shall be screened from public view and protected from disturbance.

7. Livestock. No animals, livestock, horses or poultry of any kind except dogs, cats and other household pets shall be kept, raised or harbored in North Meadows Subdivision, First Filing, except in areas designated for such purposes by The Committee.

8. **Set Back Requirements.** There shall be no general requirement for the location of improvements with relation to property lines, but the location of each improvement must be approved in advance by The Committee. In determining the proper location for each improvement, The Committee shall consider the location of existing and future improvements on adjacent property, the wishes of adjacent property owners, and such other necessary or aesthetic considerations as it may deem appropriate.

9. Landscaping and Gardening. All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native species, except where such areas are to be improved by the construction of gardens, lawns, and exterior living areas, which will be permitted only after the plans therefor have been approved by The Committee.

10. Landscaping and Gardening. All surfaces areas disturbed by construction shall be returned promptly to their natural condition and replanted in native species, except where such areas are to be improved by the construction of gardens, lawns, and exterior living areas, which will be permitted only after the plans therefor have been approved by The Committee.

11. **Area Requirements.** No structure designed for human use or habitation shall be constructed unless the aggregate floor area, exclusive of open porches, backyards, carports and garages, shall be in excess of 100 square feet. The Committee shall determine from time to time, by resolution, whether an area which is partially below grade shall qualify as areas to be included within the minimum permissible area.

12. **Trade Signs.** No signs, name, symbols, or combination thereof shall be used to identify for commercial purposes a house, structure, business, or service in North Meadows Subdivision, First Filing, unless the same shall have first been approved in writing by The Committee.

13. **Temporary Structures.** No temporary structures,棚屋等, shall be permitted in North Meadows Subdivision, First Filing, except as may be necessary during construction and maintenance by The Committee.

any purpose on the property, except with approval of the Committee.

13.3. Rubbish, garbage or other waste shall be kept and stored in a sanitary container. No part of the property shall be used as a dumping ground. All containers for the storage or disposal of garbage or other refuse shall be kept in a clean, sanitary condition and shall be kept inside a residence or inside an enclosed structure. No trash, litter or junk shall be permitted to remain exposed on any lot.

13.4. No clotheslines shall be permitted.

13.5. No light shall be emitted from any property which is unreasonably bright or causes unreasonable glare. No sound shall be emitted which is consistently loud or annoying.

13.6. No refuse shall be burned on any property.

14. FENCES. Fences attached to the building, which do not extend farther than sixteen (16) feet, shall be permitted on approval of the Committee.

15. TOWERS AND ANTENNAE. No towers or radio or television antennas higher than four (4) feet above the highest roof line of the dwelling house shall be erected on any residential tract and all such towers and antennae must be attached to the dwelling houses.

16. UNDERGROUND UTILITY LINES. All water, gas, electric and telephone pipes and lines and all other utility lines within North Meadows Subdivision, Second Filing, must be buried underground and may not be carried on overhead poles nor above the surface of the ground.

17. STORAGE TANKS. No elevated tanks of any kind shall be erected, placed or permitted upon any building site. Any tank for use in connection with any residence or building on the lots or unplatted areas, including tanks for storage of gas, fuel oil, gasoline or oil, must be buried or kept screened by adequate planting or fencing to conceal them from neighboring lots and streets. Such planting or fencing must be approved by the Committee.

18. COAL. Coal may be used as a fuel only if coal storage is provided inside the structure. No coal can be stored or stockpiled on any lot or unplatted area.

19. SEVERABILITY. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

20. EFFECT AND DURATION OF COVENANTS. The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in North Meadows Subdivision, Second Filing, and each owner of property therein, his successors, representatives and assigns and shall continue in full force and effect until January 1, 1999, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each.

Abandonments and covenants contained herein may be abandoned, terminated or amended except by written consent of the owners of 75% of the privately owned land included within the boundaries of North Meadows Subdivision, Second Filing, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Routt County, Colorado.

21. ENFORCEMENT. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in North Meadows Subdivision, Second Filing, to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, for such violations.