o46 Gien	Vista Ln	- Texas (Creek. CO	81223	- Fremont County				MLS:	25164	458 - SFB - Active - \$425,000
MLS #:		2516458			File #:						
Status:		Active	,		Status Changed:	10/	/13/2023				
List Price		\$425,00	0		Org. List Price:	\$499,900					
Listing Ty				Property Type:	Single Family Building		Building				
Style:	, pc.		bove grour	nd	Zoning:		ral resident	-			
Subtype:			Yes, HOA-		Lonnig.	i tu					
HOA/Mon		0.00 Ir									and the second second
General L											
Beds:	_	3			Sq Ft Total:	2,0	36		Acres:		5
Full Baths	s:	1			Sq Ft Main:	1,0	18		Lot Sq Ft:		217,800
1/2 Baths	:	0			Sq Ft Upstairs:	1,0	18		Lot Dim:		
3/4 Baths	:	1			Sq Ft Downstairs:				Frontage:		
# Garage:		0			•				Depth:		
Garage S					Sq Ft Other:	0			Yr Built:		2021
# Carport	-	0			Sq Ft Unfinished:	0			Yr Remodele	d:	
# Levels:		2 (2 abo	ve ground)		Sq Ft Source:		sessor		Total Rooms:		10
Finance T		Cash, Co			Bsmt Type:	No			Main Bdrm LvI:		Upstairs
Floorplan	& Room										
Level	Name		Dims	Ceil.	Remarks		Level	Name	Dims	Ceil.	Remarks
Main	Bath Fu	I	12.5x7.3				Main	Mud	6.5x10.2		
Main	Bedroor	n	10x13.5				Upper	Bath 3/4	7x7.8		
Main	Dining		11.5x11				Upper	Bedroom	13x11		
Main	Kitchen		11.7x12				Upper	Main Bedroon	n 12.2x16.10		
Main	Living		19.5x14.5				Upper	Office	8.5x4.6		
Location	Informat	ion:									
Address:		846 Gler	n Vista Ln -	Texas	Creek, CO 81223				Elem. School	:	Cotopaxi
Area:		Fremont	County		Section:				Middle Schoo	ol:	
County:		Fremont			Range:				Jr High Scho	ol:	
Subdivisi	on:	Glen Vista		Township:				High School:			
					Tax APN #:	77(014660				
Gate #:					Taxes Annual:	\$1,	,125		GPS:		N38° 20.722' W105° 29.372'
Legal Des	SC.:	LOT 4 B	LK 2 GLEN	I VISTA	A FIL #3						38.34536770 -105.48953920
Directions	s:	From We	estcliffe, N	on Hwy	69, right Road Gulch (CR 2	28) approx.	6 miles, right on	Glen Vista La	ne, lei	ft on Columbine to driveway
		on left, s	ign.								
Construct											
Exterior C	Constr:	•			Roof Type:		Metal		Foundation:		
Heating: Hot Water Baseboard, Propane- F											
	ho/Domor	ks: Pick	Your Finis		IUGE Price Reduction						
Comment						1000	e in the ma	king: from the nu	irchase of the l	and to	
Comment Public Re	marks: T				-						o the design and building of
Comment Public Re this 3 bedr	marks: T room, 2 b	ath house	e. Created	to be th	e final retirement home	for	the Sellers,	change came th	neir way and th	ey are	e offering their dream for
Comment Public Re this 3 bedr sale. Main	emarks: T room, 2 b h-level livit	ath house ng exists,	e. Created with two a	to be th dditiona	e final retirement home al bedrooms and a bath	for ups	the Sellers, tairs. Situat	change came the tre	neir way and th es of a five-acr	ey are re par	e offering their dream for cel, this home is located in
Comment Public Re this 3 bedr sale. Main the Glen V	emarks: T room, 2 b h-level livin /ista subc	ath house ng exists, livision. T	e. Created with two a he sellers o	to be th dditiona opted o	e final retirement home al bedrooms and a bath ut of the subdivision, w	for ups nich	the Sellers, tairs. Situat is allowable	change came th ted within the tre e for this filing. T	neir way and th es of a five-acr he home is bui	ey are re par ilt and	e offering their dream for cel, this home is located in awaiting finishing touches,
Comment Public Re this 3 bedr sale. Main the Glen V with 3 hea	emarks: T room, 2 b h-level livin /ista subc ting syste	ath house ng exists, livision. T ems in pla	e. Created to with two ad The sellers of ace; forced	to be th dditiona opted o air, bas	e final retirement home al bedrooms and a bath ut of the subdivision, w	for ups hich I a la	the Sellers, stairs. Situat is allowable arge central	change came the ted within the tre e for this filing. T I woodburning st	heir way and th es of a five-acr he home is bui ove. The electr	iey are re par ilt and rical p	e offering their dream for cel, this home is located in awaiting finishing touches, ermits have been finalized.

finishes, choose your colors, and enjoy gazing at the mountains from the front, covered porch! A Certificate of Occupancy from Fremont County will be issued once you choose and install your finishing touches! Call for any additional questions!

Utilities Services	
Utilities:	Legal Access: Yes, Power: Line On Meter, Propane: Hooked-up, Septic: Has Tank, Water: Private Well (Drilled)
Features:	
Features Prop.:	Access- All Year, Porch, Trees, View of Mountains
Features Int.:	Ceiling Fans, Fireplace, Flooring: Tile/Clay, Flooring: Wood (Hardwood), Vaulted Ceilings, Wood Burning Stove
Appliances:	Dishwasher, Freezer, Microwave, Refrigerator, W/D Hookups, Water Heater

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



Page 2 of 23

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



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

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



Approved By: Prepared By: Jessila Rathke Date Approved: 5-18.2020 Date Approved: 4/14/2020	COUNTY CON			
Permit Fee: 283.00 Use Tars: 8 373.00 Colorado State Surcharge: 8 23.00 Total: 343.3.0 Building Permit # (if applicable): Total: 343.3.0 Drome: Clyate Burke Applicant: Receipt #: Colorado State Surcharge: Owner: Clyate Burke Applicant: Rocky Mountain Excavating Maing Address: PD 80x 320.6 Mailing Address: 279.6 L Path City, State, Zip Code: Colorado State Surcharge: 200.0 Colorado State Surcharge: OWTS: T19-662-2541 Phone Number: 719-942-4311 OWTS Contractor: Rocky Mountain Excavating Contractor Phone: 719-942-431 OwtSiza:		Date Applied: 4/8/	2020 Septic F	Permit #: \$20-046
Colorado State Surcharge: 23.00 Total: 343.30 Building Parmit # (if applicable): Inspection Request Line (7:19) #276-7373 Building Parmit # (if applicable): Trepection Request Line (7:19) #276-7373 Building Parmit # (if applicable): Trepection Request Line (7:19) #276-7373 Development # (if applicable): Trepection Request Line (7:19) #276-7373 Development # (if applicable): Recky Mountain Excavating Owner: Oyde Barks Applicant: Recky Mountain Excavating Colorado State Surcharge: 2976 L Path City, State, Zip Code: Colorado State Surcharge: 336 Construction Address: B46 Glervists Lane - Cotopasa Contractor Phone: 719-937-2426 License f: State 77014660 Trepositions From Major Thoroughfare: (Include Legible Map & Directions) Egible Engine: Ligal Description: Sch# 77014660 State 77014660 Source 7196 Note: Typel Use of Structure: Single Family Duveling Contractor Phone: The State St	E AND A B			and the state of the
Tota: 343.30 Inspection Request Line: (7:9) #2:6-7273 Building Permit 8 (if applicable): FREMONT COUNTY ON-SITE WASTEWATER TREATMENT SYSTEM PERMIT Owner: Clyde Burke Applicant: Nomer: Clyde Burke Applicant: Naling Address: 2976 I. Path City, State, Zip Code: Cokedale, C0 81082 City, State, Zip Code: Cotopaxi, C0 81223 Phone Number: 719-962.551 Phone Number: 719-942.4311 OWTS Contractor: Rocky Mountain Excavating Contractor Phone: 719-942.4311 OWTS Contractor Rocky Mountain Excavating Contractor Phone: 719-942.4311 OWTS Contractor Rocky Mountain Excavating Contractor Phone: 719-942.4311 OWTS Contractor Basement: NO Washer: YES Cardage Disposal: NO Type of System: OWTS - New System: NO Washer: YES Cardage Disposal: NO Single Pathibition O Context Altocher? No Washer: YES Cardage Disposal: NO Single Pathibitis Soborthon: Soborthon: Tark Soc NO NO NO NO	at Car	Use Tax: \$ 37.	30	Paid By: EGOVS
Building Permit # (if applicable):	EST 1861			
Proprior Provide a state of the state o			.30 Inspection I	Request Line (719) 276-7373
Ones: Clyde Burke Applicant: Rocky Mountain Excavating Mailing Address: PD Box 3206 Mailing Address: PD For Park Colspan	В			
Owner: Clyde Burke Applicant: Rocky Mountain Excavating Mailing Address: PO Box 3206 Mailing Address: 2976 L Path City, State, Zip Code: Colectale, CO 81082 City, State, Zip Code: Cotpact With maber: 719-642-4311 Phone Number: 719-942-4311 OWTS Contractor: Rocky Mountain Excavating Contractor Phones: 719-942-4311 OWTS Contractor: Rocky Mountain Excavating Contractor Phones: 719-942-4311 Gate/Combination Lock #: Disrections Form Major Thoroughfare: (Include Legible Map & Directions) Jagal Description: Logal Description: Sch# 77014660 Typelica Structure: Single Family Dwelling Lot Size: S Acres Source, Type of Water: Well Maximum Potontine Koch III - CPOW Project Number: Other Garbage Disposal: NO Type of System: GWTS - News System Absorption Lot R Structure: Garbage Disposal: NO Site N ADesignated Flood Phoin: Schwith 400 Feet of Sever Main?: Pres Within 40 Feet of Sever Main?: No Site Within 400 Feet of Sever Main?: Pres Within 40 Feet of Sever Main?: No Within 40 Feet of Sever Mai				
Mailing Address: PO Box 3206 Mailing Address: 2976 L Path City, State, Zip Code: Cokedale, C0 81082 City, State, Zip Code: Cotopaxi, C0 81223 Phone Number: 719-960-2541 Phone Number: 719-912-4311 Owrts Contractor: Rocky Mountain Excavating Contractor Phone: 719-371-2426 License #: 336 Construction Address: 846 Genvista Lane - cotopaxi Contractor Phone: 719-371-2426 License #: 336 Gate/Combination Lock #: Directions From Major Thoroughfare: (Include Legible Map & Directions) Eagl Bescription: Sch# 77014660 Typel/Use of Structure: Single Pamily Dwelling East Source, Type of Water: Well Maximum Potential # of Bedotooms: 3 Basement: NO Washer: YES Gatfage Disposal: NO Type of System: OWTS - New System Absorption Tank Store 0.000 Gallons Absorption: 630 Square Feet Profile Holes Mn/Inch L1 478: HE VES is A Lefter of Relias TO Connet Attached Y: NA If ES Structure: No HE ES Eighter Y: Relias Kernet Ristrict? Yes No VES is A Lefter of Relias TO	ON-SIT	E WASTEWATER TR	EATMENT SYSTE	M PERMIT
City, State, Zip Code: Cokedale, C0 81082 City, State, Zip Code: Cotopaxi, C0 81223 Phone Number: 719-960-2541 Contractor Mones: 719-912-4311 OWTS Contractor: Rocky Mountain Excavating Contractor Phones: 719-912-426 License #: 336 Construction Address: B46 Glenvista Lane - cotopaxi Contractor Phones: 719-912-426 License #: 336 Casta Contractor Address: Sch# 77014660 Source, Type of Water: Well Los Size: Sch# 77014660 Type Vise of Structure: Single Family Dwelling Los Size: Sch# 77014660 Garbage Disposal: NO Figineering Firm: Bennie Koch Mill: CPOW Project Number: YES Garbage Disposal: NO Figineering Firm: Bennie Koch Concect Attached? Absorption Tan Size 1.000 Gallons Absorption: G30 Square Feet Perc Rate: Profile Holes Min.Anch 1.447 Yes It Site In A Designated Flood Plain?: Yes No If YES: Is A Later of Result To Concect Attached?: NA No Yes No Yes No YES: Is A Later of Result To Concect Attached	Owner:	Clyde Burke	Applicant: F	Rocky Mountain Excavating
Phone Number: 719-680-2541 Phone Number: 719-942-4311 OWTS Contractor: Rocky Mountain Excavating Contractor Phone: 719-371-2426 License #: 336 Construction Address: 846 Clenvista Lane – Cotopaxi Editorobinianto Lock #:	Mailing Address:	PO Box 3206	Mailing Address:	2976 L Path
OWTS Contractor: Rocky Mountain Excavating Contractor Phone 719-371-2426 License #: 336 Construction Address: 846 Glenvista Lane - Cotopaxi	City, State, Zip Code:	Cokedale, CO 81082	City, State, Zip Code:	Cotopaxi, CO 81223
Construction Address: 846 Glervista Lane - Cotopaxi Gate/Combination Lock #: Directions From Major Thoroughfare: (Include Legible Map & Directions) Legal Description: Sch# 77014660 Typel/Ge of Structure: Single Family Dwelling Lot Size: 5 Acres Source, Type of Water: Well Maximum Potential # of Bedroons: 3 Basement: NO Project Number: Stressen: NO YES Garbage Disposal: NO Proje of System: OVTS - New System Absorption Lank & Stres Oolo: Gallons Absorption: G30 Square Feet Perc Rate: Project Number: Stressen: NO Is Site In AD Displated Flood Flood Faxeer Main?: Yes No If ES, Eglener': Requirements Litted?: No If YES, Is A Letter of Relisal To Connect Attached?: No If ES, Eglener': Requirements Litted?: No If YES, Is A Letter of Relisal To Connect Attached?: No If ES, Eglener': Requirements Litted?: No If YES, Is A Letter of Relisal To Connect Attached?: No If ES, Eglener': Requirements Litted?: No If YES, Is A Letter of Relisal To Connect Att	Phone Number:	719-680-2541	Phone Number:	719-942-4311
Gate/Combination Lock #:	OWTS Contractor:	Rocky Mountain Excavating	Contractor Phone: 719-37	71-2426 License #: 336
Legal Description: Sch# 77014660 Type/Use of Structure: Single Family Dwelling Lot Size: 5 Acres Source, Type of Water: Well Maximum Potential # of Bedrooms: 3 Basement: NO Washer: YES Garbage Disposal: NO Engineering Firm: Bennie Koch III - CPOW Project Number: Source Type of System Absorption Lak Size 1.001 Gallons Absorption: G30 Square Feet Perc Rate: Profile Holes MinJinch Source Type of System Gallons Site Within 400 Feet of Sewer Main?: Lycs No If ES, agneer/ Sequements Listed?: Source Type Size No If ES, agneer/ Sequements Listed?: Source Type Size No Source Typ	Construction Address: 84	6 Glenvista Lane – Cotopaxi		
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Lot Size: 5 Acres Source, Type of Water: Well Maximum Potential # of Bedrooms: 3 Basement: NO Washer: YES Garbage Disposal: NO Engineering Firm: Bennie Koch III - CPOW Project Number: Basorption Job Gallons Absorption: G30 Square Feet Per CRate: Profile Holes Min.Inch L148: BS NOTES: Keep excavation shallow - Locate in designated area - Maintain all separations Br Within a Saver Obtrict? Disside Comparison Is Site Within 400 Feet of Sewer Main?: Lyes No Br Within a Saver Obtrict? Disside Comparison If YES, Is A Letter of Refusal To Connect Attached?: NA Br Within a Saver Obtrict? Disside Comparison If YES, Is A Letter of Refusal To Connect Attached?: NA Br Within a Saver Obtrict? Disside Comparison of the store of provide Comparison of the comparison	Legal Description: Sc			
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Engineering Firm: Bennie Koch III-CPOW Project Number: Type of System: OVTS - New System Absorption Tank Size Oot Gallons Absorption: 630 Square Feet Perc Rate: Profile Holes Min./Inch L14.R: US NOTES: Keep excavation shallow - Locate in designated area - Maintain all separations Provide Maintain all separations Is Site Within 400 Feet of Sewer Main?: Yes No Provide Maintain all separations Is Site Mithin 400 Feet of Sewer Main?: Yes No Provide Maintain State Provide Maintain	Maximum Potential # of Bedroc	the second s	Washer: YES	Garbage Disposal: NO
Absorption: 630 Square Feet Perc Rate: Profile Holes Min.Inch LNR: 25 NOTES: Keep excavation shallow - Locate in designated area - Maintain all separation: Image: Control of	and the second sec		Project Numb	
NOTES: Keep excavation shallow - Locate in designated area - Maintain all separations Is Site Within 400 Feet of Sewer Main?: Yes No If YES, Is A Letter of Refusal To Connect Attached?: No If YES, Stagneer's Requirements Listed?: No If YES, Is A Letter of Refusal To Connect Attached?: No If YES, Is Greet's Requirements Listed?: No If YES, Is A Letter of Refusal To Connect Attached?: No If YES, Stagneer's Requirements Listed?: No Is Site in A Designated Thode Plain?: Understand that wile personable to the operand hundreshine and pain than theme on the utbacked performance with a liste and a contract will be inseed or or of the attached performance with a liste and an one of the attached performance with a liste and an one of the attached performance with a liste and and that the problem to the second state and the performance with a liste and and the second state and the second state and the second state and the second state and the performance with a liste assessment with a liste and second state and the proposed with a liste assessment with a liste	Type of System: OWTS - New	v System	Absorption Tank Size	L000 Gallons
Is Site Within 400 Feet of Sewer Main?: Yes No If YES, Is A Letter of Refusal To Connect Attached?: No Is Site In A Designated Flood Plain?: Yes No Is Oright the On-Site Waste Water Treatment System (WTS) described introgent will be instead in combande with a functed peroducin list reported in the ferrorit Courty and State of Colorado Regulations. Understand that I will be responsible to the operatorit hankmende, and kartomand with a functed peroducin list reported in the my responsibility to provide the one of the attached peroducin list report. Isolitio trailure of any OVTS. Request for imspection will be required after imspection and the full best operatority in the one state and approved by the inspect on trainable of the operatority in the one state and approved by the inspect on the inspection will be assumed that hashed ysens, is through a work in the inspect on the operatority in the one state and approved by the inspect on the inspect on the inspect on the periods and approved by the inspect on the periods. Inspect and the inspect on the periods and approved by the inspect on the periods and approved by the inspect on the periods. Inspect and the inspect on the periods and approved by the inspect on the periods. Inspect and the inspect on the periods and approved by the inspect on the periods. Inspect and the inspect on the periods and approved by the inspect on the periods. Inspect and the inspect on the periods. Inspect and the inspect on the periods. Inspect and the inspect on the periods. Isolitio to fail uppect and approved by the inspect on the inspect on the perod and approved by the inspect on the periods.	Absorption: 630 Squar	e Feet Perc Rate: Profile Holes	Min./Inch	0.5
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l certify that the On-Site Watek Treatment System (OWTS) described in non-merine the instance in the attached percolation at the fremont County and State of Colorado Regulations. Lundenstand that I will be responsible for the operation in animemore, and beformance in the instance of the SYTS, we deter in the instance of the operation is an intervent, and beformance in the instance of the SYTS, we deter it is an intervent of its deriver in the beaune of the cornel operation is an intervent, and beformance in the instance of the cornel operation is an intervent, and instant of the SYTS, we deter its instant extra or ensine its report. The assessment or its employees of liability for failure of any OWTS, Request for inspection will be required after installation all pipe in gravel, for instant extra or ensine resonance in the instance of the cornel operation is a surger and its cornel operation is a surger and its cornel operation in the state of a sonarce in the instance of the cornel operation is a surger and its cornel operation in the concellation of the cornel operation is a surger and its cornel operation in the cornel operation is a surger and its cornel operation is a surger operation is a surger and its cornel operatis of the cornel district	If <u>YES</u> , Is A Letter of Refusal To	Connect Attached?: N/A		
of Colorado Regulations. Lunderstand that I will be responsible for the open for hain neuros, and performance of the WTS. Wradtien Len avant that this my responsibility to provide the contractor with a copy of the attached percolation test report. Lam also avare that the issance of this permit days not constitute and heat degrade the provide the second of this permit days not constitute and heat degrade the provide the second of this permit days not constitute and heat degrade the provide the second of the permit days not constitute and heat degrade the provide the second second of the permit days not constitute and heat degrade the provide the second second of the permit days not constitute and heat degrade the provide the second second and approved by the inspector it shall be assumed that the second second its permitted within the zone district for the popen on no do transmission of the second second and approved by the inspector so, report the zone district for the popen on the second second and approved by each as set as a second at the the second second and approved the second second second and approved the cond second second and approved the second second second and approved the second second second and the second second second and approved the second second second and approved the second s				
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Iand use and requirements for the zone district, such as setbacks, height restrictions, or other similar studes. You have the responsibility and obligation to verify and duftime that all proposed uses are allowed in the zone district and conform to the requirements of the zone district for the property. Owner or Applicant's Signature: Signature on File Date Applies: 1/8/2020 FINAL OWTS INSPECTION: Number of Compartments: Two Is Entrance and Exit Sealed: Yes No Distance From Building: Feet Distance From Well: Absorption Bed Information: Type of System Installed: Chambers Number of Trenches: Total Square Feet: G4/8 Is Pipe Level?: Yes No Is Pipe Level?: Total Square Feet: G4/8 Is Pipe Level?: Yes No Is	Permit does not guarantee or assure that	the proposed use is permitted within the zone district for t	he property, nor does it guarantee or assure	inat any proposed building complies with applicable
Owner or Applicant's Signature: Signature on File Date Applicant's Signature: Signature on File Tank Information: Size: / 000 Gallons Number of Compartments: / 000 Is Entrance and Exit Sealed: Yes No Is Tank Level? Yes No Pipe Inlet-Outlet?: SC.6.40 Distance From Building: Feet Distance From Well: feet Absorption Bed Information: Type of System Installed: Chambers Sn Width: 23' Length: 74' Number of Trenches: Total Square Feet: 64'8 Gravel Depth: Inches Inches Is Pipe Level?: Yes No If Bed, Is Pipe Been Connected?: Yes No Distance From Well: 26.5 feet Is System Located In Recommended Area?: Yes No Distance From Well: 26.5 feet Installation Has Been: Approved [or Disapproved Disapproved No No NOTES: 3 trenches with 18 quick 4 chambers each - 54 Total Date Approved: 518.2020 Date Approved: 518.2020 Approved By: Yesoida: Mathke Date Approved	land use and requirements for the zone di	strict, such as setbacks, height restrictions, or other simil	r issues. You have the responsibility and ob	ligation to verify and confirm that all proposed uses
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Prepared By: Jessica Rathke Date Prepared: 4/14/2020	Approved By:	20 Jandim	Date A	pproved: 5-18-2020
	Prepared By: Jessia Ra	thke		
The accuracy of this information is not guaranteed. It is not to be relied upon and should be verified by the buyer.			compliance with the Federal Fair Hous	ing Act.



Date Applied: 4/8/20 Permit Fee: \$383.00 Use Tax: \$31.30 Colorado State Surcharge: \$33.00 Total: \$343.30

Paid By:	
Receipt #	
Building Permit #:	(If applicable)
Office #	(719) 276-7460 Fax # (719) 276-7461

On-Site Wastewater Treatment System Application

Owner: Clyde Burke	Applicant: RME LLC
Mailing Address: P.O. BOX 3206	Mailing Address: 2976 L PATH
City, State, Zip Code: COKEDALE CO 81082	City, State, Zip Code: COTOPAXI, CO 81223
Phone Number: 719-680-2541	Phone Number: 719-942-4311
OWTS Contractor: RME LLC	Contractor Phone: 719-371-2426 License #: 336
Construction Address: 846 GLENVISTA LANE	
	Major Thoroughfare: (Include Legible Map & Directions)
Schedule Number #: 77014440	
Type/Use of Structure: DWELLING	
Lot Size: 5 Acres Source, Type of Water:	WELL
Maximum Potential # of Bedrooms: Basement:	NO Washer: Garbage Disposal: NO
Engineering Firm: BENNIE KOCH III	Project Number:
Type of System: OWTS	Absorption Tank Size: 1000 Gallons
Absorption: 030 Square Feet Perc Rate: P. Hole	
NOTES: Keep excavation shallow - 1	ocate in designated area - Maintain
all seperations.	
Is Site Within 400 Feet of Sewer Main?: Yes No	Or Within a Sewer District?: Yes Vo
If <u>YES</u> , Is A Letter of Refusal To Connect Attached?: N/A Is Site In A Designated Flood Plain?: Yes	If YES, Engineer's Requirements Listed?:
	d in compliance with the attached percolation test report and the Fremont County and State of Colorado Regulations. I
livestock. This system and its running order is the sole responsibility of the owner. After this system Free in proper working order. Approval of a does not guarantee or assure that the proposed use is permitted applicable land use and requirements for the zone district, such as setbacks, height restrictions, or other the zone district and conform to the requirements of the zone district for the property. Owner or Applicant's	otherwise specified by engineer. The system must be properly protected from offsite drainage, vehicular traffic, and amont County OWTS Permit has been inspected and approved by the inspector it shall be assumed that this system is ad within the zone district for the property, nor does it guarantee or assure that any proposed building complies with r similar issues. You have the responsibility and obligation to verify and confirm that all proposed uses are allowed in ferified by PDFfiller 1 Date
Signature: Shawnee Koch +	4/08/2020 Applied: 04/08/20
DEPARTM	IENT USE ONLY:
	SEPTIC PERMIT #500-044
OWTS Application Has Approved	Disapproved EXPIRATION DATE:
Been:	11 C/ 1
NOTES: 3 Trenches with 18 Quick	4 Chambers each - Total 34
THE I	IEV
Approved By: 1 Mala - change	Date Approved: -13-2020
Prepared By Det Dice	Date Prepared: 4.9.2020
The second and the second	Date Approved:
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mit mailed to	WHILL Bar
	red in compliance with the Federal Fair Housing Act
The accuracy of this information is not guaranteed. It	red in compliance with the Federal Fair Housing Act. is not to be relied upon and should be verified by the buyer.
U.14.2020	

Soil Percolation and Test Report

Owner: Clyde Burke Address: 846 Glen Vista Lane Contractor: Rocky Mountain Excavating

> Perc Test Prepared by: Bennie Koch Date: April 2nd 2020





Site Description and Dimension

See attached map

Residence information

<u>3</u> Bedrooms

Maximum Sewage Flow

Number of persons is 6 based on a 2 person per bedroom and yields a 6×75 GPD = 450 GPD flow

Field Test information

Two test pits were dug and the soil was classified as a Soil type \underline{ZA} with LTAR of $\underline{.5}$.

Required Absorption Area

LTAR= .5450/.5 = 900 SQ FT

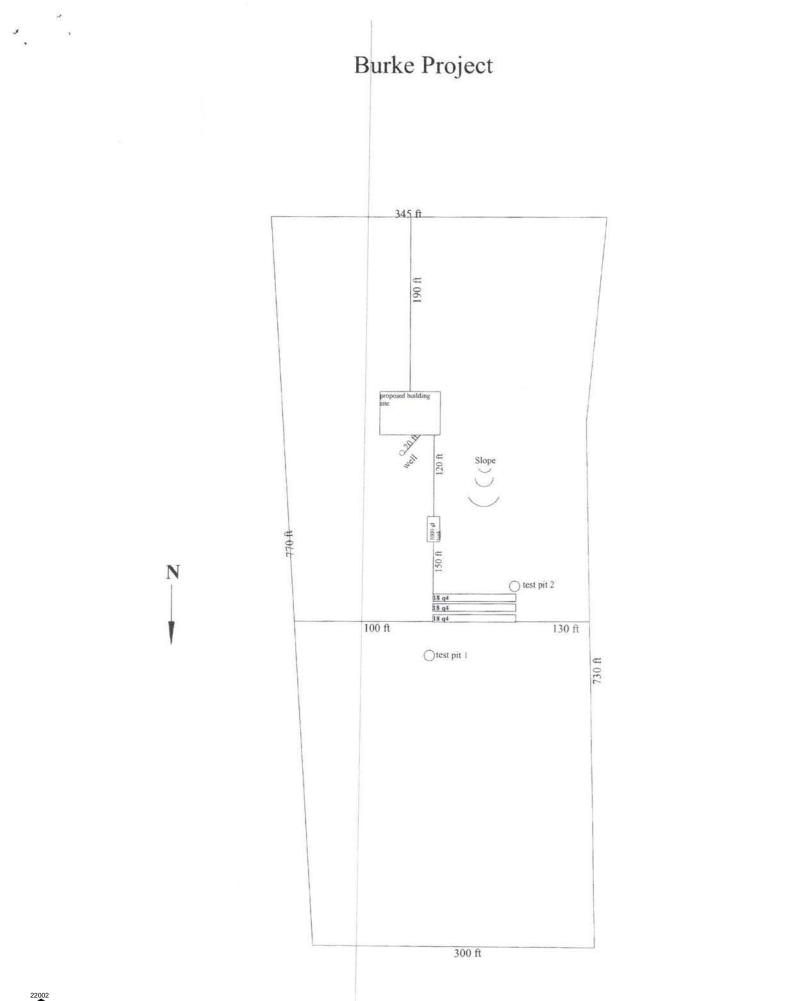
Soil treatment Area = Required Soil Treatment Area x Size adjustment factors: is design $\underline{900}$ x 1.0 (table 10.2 for gravity trench) 0.7 (chambers table 10.3) = $\underline{630}$ SQ FT Chambers in trench = $\underline{630}/12 = \underline{57.5} = \underline{54}$ Q4 Chambers $\underline{3}$ Rows of $\underline{18}$ is recommended If Bed is installed instead of trench than design $\underline{900}$ x 1.2 (for gravity bed table 10.2) x 0.7 (table 10.3 chambers table) = $\underline{756}$ SQ FT Chambers in bed = $\underline{756}/12 = \underline{63} = \underline{64}$ chambers $\underline{4}$ rows of $\underline{16}$ Recommended

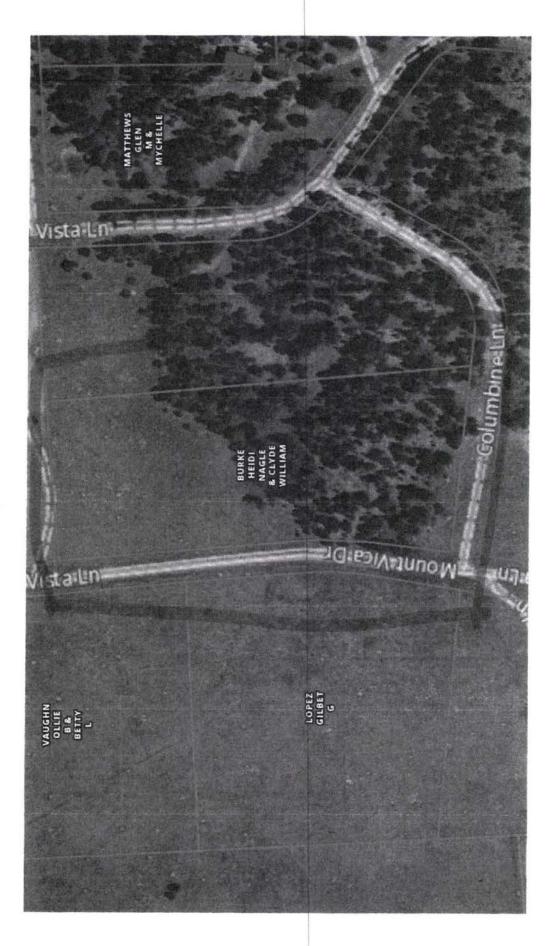
Size of Septic tank recommended is <u>MO</u> Gallon based on table 9.1 fremont County on Site Wastewater treatment system regulations



· ·		
	Soil a	nalysis
	Project:	rde Bucke
Depth ft	Profile 1	Profile 2
	Top Soil	Top Soil
1		
2	Silt loam	Silt loam
3		
4		
5		
6		
7		
8	V	
	Equal Housing Opportunity: All listings a The accuracy of this information is not guarant	are offered in compliance with the Federal Fair Housing Act. eed. It is not to be relied upon and should be verified by the buyer.

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22002

846 Glen Vista Lane 5-18-2020 520-046 -74'-----30" Deep 200' TO P/L 0 18 quick 4 Chambers 8' 18 Quock 4 Chambers 23' 6 18 Quick 4 Champess 30" Deep Inspection Ports 180' BRM - 1000 gallon 00 76' TO P/L + Concrete Tank-1-28-20 65' O well Fature Duselling ARea Equal Housing Opportunity: All listings are offered in compliance with the Federal Fair Housing Act. The accuracy of this information is not guaranteed. It is not to be relied upon and should be verified by the buyer.

Fremont County Regional GIS Web Map



10/17/2 FC R	2023, 3:13:00 PM oads	Maps/diagrams for	0	0.03	1:4,514 0.06	0.12 mi
	minor arterial	directional purposes only. Summit & Main Realty Group	0	0.05	0.1	0.19 km
Sinklining of the second	local					
	FC Parcels	Google	Maps			
		using Opportunity: All listings are offered in compliance with the F this information is not guaranteed. It is not to be relied upon and				





COLORADO Department of **Regulatory** Agencies Division of Professions and Occupations



Electrical and Plumbing Permits Online

State of Colorado Electrical and Plumbing permit search results.

Address based lists are limited to 40. For better results, refine your search credentials.

943352

Permit Number: Job Description: Private Property Address: 846 Glen Vista Lane County: Fremont City: Cotopaxi Permit Status: CLOSED Issue Date: 30-MAR-22 Permit Type: ELECTRICAL Misc: Construction Type: NEW Building Type: RESIDENTIAL E ROUGH_IN - ACCEPTED Last Inspection Performed: Trim: Y

Permit Number: 980811

Address: 846 Glen Vista Lane				
City: Cotopaxi	County: Fremont			
Permit Type: ELECTRICAL	Issue Date: 31-JUL-23	Permit Status: CLOSED		
Building Type: RESIDENTIAL	Construction Type: NEW	Misc:		
Last Inspection Performed:	E_FINAL - ACCEPTED			
Trim: Y				

Back to Search

Print Cancel

Check out the Definitions Page or Frequently Asked Questions (FAQ). * Questions?

> 1560 Broadway, Suite 1500, Denver, CO 80202 Email (303) 894-7800 - Phone (303) 894-2310 - Fax

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COLORADO Department of Regulatory Agencies Division of Professions and Occupations



Electrical and Plumbing Permits Online

State of Colorado Electrical and Plumbing permit search results. Permit Number: 944350 Address: 846 Glen Vista Ln. Job Description: Private Property County: Fremont City: Cotopaxi Permit Status: ACTIVE Issue Date: 13-APR-22 Permit Type: PLUMBING Misc: GAS PIPING Construction Type: NEW Building Type: RESIDENTIAL P ROUGH_IN - ACCEPTED Last Inspection Performed: Trim: N Print Cancel Back to Search Check out the Definitions Page or Frequently Asked Questions (FAQ). * Questions?

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Electrical and Plumbing Permits Online

	and Plumbing permit	
Address: 846 Glen Vista Ln.	Permit Number: 9443	346 Job Description: Private Property
City: Cotopaxi Permit Type <mark>: PLUMBING</mark>	County: Fremont Issue Date: 13-APR-22	Permit Status: ACTIVE
Building Type: RESIDENTIAL Last Inspection Performed: Trim: N	Construction Type: NEW P_ROUGH_IN - ACCEPT	Misc: ED
Ba	ack to Search Print	Cancel
stions? Check out the Definitions	Page or Frequently Asked Qu	uestions (FAQ).

1560 Broadway, Suite 1500, Denver, CO 80202 Email (303) 894-7800 - Phone (303) 894-2310 - Fax

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			T	E 000	La Use Only
Frank Mar	PUMP INSTALLATION	AND PRODUCTION EQUIPMENT TEST F	REPORT	For Off	ce Use Only
Form No.		olorado, Office of the State Engineer			
GWS-32		, Room 821, Denver, CO 80203 303.866.			
10/2016	dwr.colorado	.gov and dwrpermitsonline@state.co.us			
I. Well Permit	Number: 315444	Receipt Number: 3693934			
. Owner's We	Il Designation:				
and an a state of the second state of the second states	Name: BURKE, CLYDE & HEI)			
		VISTA LANE CANON CITY, CO 81212			
GPS Well Lo	cation: Zone 12 IZone	13 Easting:457262 Northing:4244	250 Coun	ty: FREMON	Т
6 Logal Well I	ocation: NF 1/4 NE 1	4. Sec. 1 Twp. 20 Nor S	Range 73	Eor	W I
Distances from	Section Lines:	ft. from Nor S sec. line, and	ft. from	E or W	sec. line
Subdivision: Gl	LEN VISTA	, Lot <u>4</u>	_, Block 2,	Filing (Uni	t) <u>3</u>
7. Check Insta	Ilation Type: Initial Pum	p Installation 🗹 Replacement Pump			The second se
		Date Installed			
B. Pump Vala:	turer: FRANKLIN	Pump Model N	lo. 7FR15S4-3W	230	
Pullip Manurac	at PDM 3450	HP_1.5 Volts_230	Full Load Am	IDS 11.5	
Pump Intake D	epth: 445 Feet Drop/Co	lumn Pipe Size Inches, 1 Kind of I	prop Pipe SCH 80		
Additional Info	rmation for Pumps Greater T	han 50 GPM: Turbine Driver Type:	ic Engine	Other	
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	An and an all a second seco		ang pang pang pang pang pang pang pang p		
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	formation: Material:				
11. Productio	n Equipment Test Data: 🛽 🗌	check box if data is submitted on For	m Number GWS-	39 Well Yie	ld Test Report.
	Date				
Total Well Dep	oth:ft. Time		alagatalancetanaga akadahasakina	-	
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Date Measured	d: 12/23/2021 Pum	ping Level (ft):	annould an announce an announce an		ag
	on: Type: CHLORINE		Amt. Used: 3 Cl		
13. Notificati	on: Was Advanced Notificati	on Required Prior to Installation?	No, Date Not	ification G	iven:
14. Water Qu	ality analysis available:	es 🖪 No 🛛 If yes, please submit wit	h this report.		
15. Remarks:					
16. I have rea	d the statements made here	in and know the contents thereof, and t	hey are true to m	y knowled	ge. This
document is s	igned (or name entered if fill	ng online) and certified in accordance w	vith Rule 17.4 of	the Water	Well Constructio
Rules, 2 CCR	402-2. The filing of a docume	ent that contains false statements is a v	iolation of sectio	n 37-91-108	3(1)(e), C.R.S.,
and is punisha	able by fines up to \$1,000 and	I/or revocation of the contracting licens	e. If filing online	e, the State	Engineer
considers the	entry of the licensed contract	tor's name to be compliance with Rule 1	17.4.		
Company Nan			Phone w/area co	de:	License Number
1		rickspumpservice@yahoo.com	(719) 275-		1331
RICK	S PUMP SERVICE INC	hcksputtipservice@yanoo.com	(719) 275-	/403	1121
Mailing Addre	255:	1316 Elm Ave, Canon City, C	0 81212		
Sign (or enter	name if filing online)	Print Name and Title		Date:	an ya afalan sa ƙasar ƙasa Gan gan ƙasar ƙ
Sign for enter	mane in mang onemet	Rick Greenstreet - OWN	ER		2/22/2022
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3. Well Owner				BURK	E, CLYDE & HEIDI					CO	IGINEER
4. Well Locatio											
5. GPS Well Lo			2 X Zone I	-			244250	Cou		FREMON	
6. Legal Well L	ocation:	NE	1/4, <u>NE</u>		<u>1</u> Twp <u>20</u>		SX	Range 73		or W X	<u>6TH</u> P.M.
Distances from 5 Subdivision :	Section Lines:		ft. fi GLEN V		or S section	line, and Lot	4,	ft. from Block			section line hit) <u>3</u>
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8. Completed A	quifer Name :				Total Depth:	500	feet	the second se	Completed:		500 feet
9. Advance Not	ification:	Was No	tification Requ	ured Prior To	Construction ?	Yes X	No,		fication Give	n:	
10. Aquifer Ty	pe: Typ	e I (On	e Confiing Lay	er)	Type 1 (M	ultiple Confinin	ng Layers)		Laramie-I	Fox Hills	annen gener verstellen der stander serverken
(Check on	e) X Typ	e 11 (N	ot overlain by	Type 111)	Type 11 (o	verlain by Type	e 111)	H	Туре 111	(alluvial/co	olluvial)
11. Geologic Lo	og:					12. Hole Di	ameter (in	ı.)	From	(ft)	To (ft)
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3-500	GRANITI	3		GRAY	465	and the second s	to an and the second second				
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PROTECTIVE COVENANTS

For Glen Vista Filing Nos. 2 through 8

APR 1 3 2000

GENERAL PURPOSES OF CONDITIONS

The real property in this subdivision is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to prevent the construction of improper or unsuitable improvements; encourage and secure the erection of attractive dwellings thereon; and in general to provide adequately for the improvement of said property. The property hereinbefore described is made specifically subject to the following:

- A. LAND USE AND BUILDING TYPE. No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any homesite other than for residential or recreational purposes, for a private garage, guest house, servants' quarters, barn and other outbuildings incidental to residential use of the premises. No trailer, motor or mobile home, basement, tent, shack, garage, barn, or other outbuilding other than a guest house erected on a building site covered by these covenants shall at any time be used for private habitation temporarily or permanently, except for a period of not to exceed 2 months. No lot shall be used for any commercial or business purposes whatsoever. The foregoing covenants shall not apply to Declarant's or its agent's real estate sales office and the activities conducted in connection therewith.
- B. LOT SET-BACKS. No building shall be located on any building site less than 50 feet from the front lot line for all sites covered by these covenants, nor less than 50 feet from any side or rear lot line.
- C. MINIMUM FLOOR AREA AND BUILDING HEIGHTS. No dwelling shall be erected, altered or placed on any tract with a ground floor area exclusive of patios, open porches or garages of less than 750 square feet external measurements, as defined in the Fremont County Building Code. The minimum floor area for a guest house shall be 300 square feet. The maximum height of any building shall be 2-1/2 stories.
- D. MINIMUM BUILDING SITE AREA. No building site shall contain more than one residential structure and one guest house (plus appurtenant non-residential structures referred to in Section A above), and each building site shall have a minimum ground area of 1.5 acres.
- E. PRESERVATION OF NATURAL TIMBER. Live trees shall not be removed or damaged, except as required for on-site construction.
- F. SEWAGE DISPOSAL. If public sewers become available, dwellings then under construction or subsequently to be built must make use thereof. Pending availability of public sewers, each dwelling must use a sanitary disposal system of design and installation approved by Fremont County and the Colorado Department of Public Health.
- G. EASEMENTS. Easements and rights of way as described on the recorded plat are reserved for poles, wires, pipes, and conduits for electricity, gas, telephone, sewer, drainage water, snow removal or any other utility purposes, together with the right of ingress and egress for further construction, maintenance and repair thereof along the side and rear lot lines of each lot contained in the said plat. No dwelling, improvement, material, equipment or refuse shall be placed on any part of said property within the area of the easements reserved.
- H. NUISANCES. No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- I. LIVESTOCK AND POULTRY. No animal, livestock or poultry of any kind shall be raised, bred, or kept on any portion of the property for any commercial purpose.



- J. GARBAGE AND REFUSE DISPOSAL. No part of the property above or below ground shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris or other waste. At all times the property shall be maintained in a sanitary condition. Reasonable preventions shall be taken against fire hazards and no outdoor burning of any kind shall be permitted upon the premises (except for cooking) unless in an approved incinerator with ash control and then only between the hours of 9:00 A.M. and 11:00 A.M. No motor vehicle of any type shall be permitted to remain on the property in a non-operating condition for more than 30 days in any calendar year. Any such vehicle which does not display current and valid license plates and safety inspection sticker where required by state law, shall be deemed to be in a "non-operating condition".
- K. SIGNS. No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two square feet designating the owner of any building site, one sign of not more than five square feet advertising the property for sale or rent, or signs used by Declarant or its agent to advertise the property.
- L. DISCHARGE OF FIREARMS. No firearms, fireworks, explosives, air rifles, BB guns, or similar devices, shall be discharged on any part of the property.
- M. MINING OPERATIONS. No oil, gas, coal, sand, gravel, or other mineral development, drilling, refining, quarrying, mining, crushing, manufacturing, or processing operations of any kind shall be permitted upon or in any portion of the property; nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted. The foregoing shall not be construed to prevent the drilling of water wells to serve the premises for domestic purposes.
- N. VIOLATION OF COVENANTS. Violation of any of the covenants or restrictions herein contained shall give to Declarant or its agent or assigns, the right to enter upon the property as to which such violation exists, and summarily to abate and remove at the expense of the owner thereof, any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and Declarant or its agent or assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.
- O. TERMS OF COVENANTS. Each of the covenants, restrictions, and reservations set forth herein shall . continue to be binding for a period of ten years from the date of filing hereof in the Office of the Clerk and Recorder of Fremont County, Colorado, and shall automatically be continued thereafter for successive periods of ten years each; provided, however, that the owners of seventy-five per cent of the lots which are subject to these covenants may release all or part of the land so restricted from any one or more of said restrictions, or may change or modify any one or more of said restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same in the Office of the County Clerk and Recorder of Fremont County, Colorado, at least one year prior to the expiration of the first ten-year period, or one year prior to the expiration of any successive ten-year period thereafter.
- P. SEVERABILITY. Invalidation of any of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
- Q. LIMITATION OF LIABILITY. The liability hereunder of Declarant shall be limited to the value of the property owned by it in this subdivision at the time of such violation.
- R. COUNTY REGULATIONS. To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern, at all times.
- S. ENFORCEMENT. Enforcement by Declarant or any lot owner or owners shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants.



DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND LIEN OF GLEN-VISTA PROPERTY OWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by GLEN-VISTA ESTATES, INC., hereinafter referred to as "DECLARANT";

WITNESSETH:

WHEREAS, Declarant is now the owner of certain lands in Fremont County, State of Colorado, more particularly described as follows:

All lots in Glen-Vista Filing No. 9, Glen-Vista Filing No. 10 thru Glen-Vista Filing No. 17, according to the recorded plats thereof, those in first eight filings who have formally joined.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above and any additional properties hereafter annexed under this Declaration, as provided in Article V hereof, shall be held, sold and conveyed subject to the following easements, restrictions, liens, covenants and conditions, which are established, declared and adopted for the purpose of protecting the value and desirability and enhancing the safety and habitability of the said real property and shall run with the said lands and be binding upon all parties having any right, title or interest in and to the described properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Glen-Vista Property Owners Association, Inc., a Colorado non-profit corporation, and its successors and assigns.

Section 2. "Owner" shall mean and refer to the record title holder, whether one or more persons or entities, of a fee simple interest in any lot which is a part of the Properties; provided, however, that upon entering into a purchase contract or option, such purchaser and not the record title holder shall be deemed to be the owner for all purposes herein. The term "owner" shall also include Declarant with respect to all Lots held in the name of Declarant and which Declarant has not agreed under contract or option to sell.

Section 3. "Properties" shall mean and refer to that certain real property herinbefore described and such additions therein as may hereafter be brought under this Declaration.

Section 4. "Common facilities" shall mean and refer to all real and personal property now or hereafter owned or controlled by the Association for the common use and benefit of the owners, together with all improvements thereon, if any, and any easements, fixtures or appurtenances used therewith or attached therein. The common facilities to be owned by the Association at the time of conveyance of the first lot shall be free and clear of liens and encumbrances and are described as follows:

(a) water supply facilities, composed of Glen-Vista Well No. 3, located at a point from which the S.W. corner of Section 31, T. 19 S., R. 72W., 6th P.M., bears South 27°32'37" West, a distance of 1,560.33 feet, and the water rights decrees thereto, as described in Ruling of Referee dated January 24, 1974 and Judgment and Decree entered March 1, 1974, and recorded in Book 562 at Pages 137-142 of the records of Fremont County, Colorado, together with an easement for access thereto, and the value of P.M., bears thereto, and the second of the records of the

(b) Firetruck, firewells, cisterns and related equipment, together with easements for access thereto;

(c) gate valve, flume, recording gauge and related works, as presently installed on the Pleasant Valley Ditch in Fremont County, Colorado, together with the water rights and other interests in real property as conveyed and described in Warranty Deed dated February 2, 1974, and recorded February 7, 1974, in Book 560 at Page 567 of the records of Fremont County, Colorado; subject, however, to the perpetual dedication of said water rights to the aquifer of the Arkansas River, as provided in the Conditional Decree entered January 23, 1974, and recorded February 1, 1974, in Book 560 at Page 439 of the records of Fremont County, Colorado. (d) erosion control dams, reservoirs and easements for access thereto; and

(c) such additional facilities, equipment, machinery, tools, supplies, works, buildings, improvements, fixtures, and other real and personal property as may be conveyed to or acquired by the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, or additions thereto, with the exception of the common facilities.

ARTICLE II PROPERTY RIGHTS

Section 1. OWNER'S RIGHTS. Every owner shall have a right to use and to benefit from the common facilities. Such right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable fees for the acquisition, procurement, maintenance, repair, replacement, upkeep, operation and improvement of the common facilities, and to establish reasonable reserves for depreciation and contingencies;

(b) the right of the Association to suspend the voting rights and right to use and to benefit from the common facilities by an owner for any period during which any assessment against his Lot remains unpaid, and for a period of time as determined by the Association for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate, transfer or lease all or any part of the common facilities to any public agency, municipal or quasi-municipal authority, or public or private utility for such purposes and subject to such conditions as may be agreed to by the members;

(d) the right of the Association to borrow money for the purpose of improving the common facilities and in aid thereof to mortgage said common facilities; and to take such steps as may be reasonably necessary to protect the common facilities from foreclosure; and

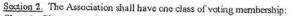
(e) the right of the Association to close or limit the use of the common facilities while maintaining or making replacements therein or thereto.

Section 2. DELEGATION OF USE. Any owner may delegate his right of use and benefit from the common facilities to the members of his family, his tenants or guests who occupy his Lot.

Section 3. PERSONAL PROPERTY. The Association may acquire and hold for the use and benefit of all members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest therein shall not be transferable except that the transfer of a Lot shall transfer to the transferee all of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each owner may use such personal property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of the other owners, subject to the provisions hereof' and the Bylaws of the Association. Sale of a Lot under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot and to membership in the Association.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of said Lot. When more than one person holds an interest in any Lot as joint tenant or tenant in common, all such persons shall be members, but the vote or votes attributable to such Lot shall be cast as such persons among themselves determine and no division of the vote or votes attributable to such Lot shall be permitted. All matters shall be decided by majority vote, except as otherwise expressly provided herein or in the Bylaws of the Association. The Bylaws of the Association shall govern procedures and requirements for notice of meetings, quorums, voting and other matters of internal regulation. The Association shall have the right to adopt reasonable rules and regulations in the matter and to the extent authorized by its Bylaws.





Class A. Class A members shall be all owners. Each Class A membership shall be derived in Ucripliance with the federal flowing Agter to come before the Equal Housing Opportunity. All listings are oriered in the relied upon and should be verified by the buyer.

maximum. An annual assessment in excess of the maximum may be established by the Board only upon the approval of two-thirds of the entire membership of the

Section 4. SPECIAL ASSESSMENTS. A special assessment for capital improvements shall be made only upon resolution of the Association's Board of Directors. followed by the approval of two-thirds of the entire membership of the Association.

Section 5. PAYMENT. The annual assessments provided herein, shall be paid at the beginning of each 12 -month period, commencing on January 1 of each year, and shall be delinquent if not paid by June 30 of that year; or such assessments may be paid and collected in monthly installments pursuant to a plan adopted by the Board of Directors of the Association. Special assessments shall be due on the date they become a lien and shall be paid and collected in such installments with such dates of delinquency as may be provided in the resolution establishing same. An owner who purchases a Lot between January 1 and June 30 of any year shall pay the full annual assessment for that year, and an owner who purchases a lot between July 1 and December 31 shall pay one-half the annual assessment for that year. The annual assessment against each Lot shall be fixed at least thirty (30) days in advance of each January 1, provided, however, that the annual assessment for the Association's first fiscal year, ending December 31st next after the date of its incorporation may be fixed at any time prior to the end of said year and shall be collected with the following year's assessment. Written notice of all annual and special assessments shall be furnished to every Owner. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid, and such certificate shall be binding upon the Association with respect to any purchaser relying thereon.

Section 6. EFFECT OF NONPAYMENT OF ASSESSMENTS. Any assessment not paid on or before the delinquency date shall bear interest thereafter at the rate of 10 percent per annum until paid. The Association may bring an action to collect all delinquent assessments against the Owner personally obligated to pay the same, or foreclose the assessment lien against such owner's Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common facilities or abandonment of his Lot. In addition to any other remedies herein or by law provided, the lien herein established may be foreclosed by an action in the court having jurisdiction over the Properties in the manner of foreclosure of common law mortgages pursuant to the statutes of the State of Colorado, and subject to all the rights and duties therein provided, including redemption.

Section 7. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not release any such assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments thereon which become delinquent prior to such foreclosure, but shall not relieve such Let from the lien of any assessments or payments thereafter established or due. As used in this section, the term "mortgage" shall mean and include only a bona fide purchase money mortgage, purchase money deed of trust or a contract for deed and the vendor's lien thereunder, but shall not include non-purchase money mortgages or deeds of trust or involuntary liens, such as mechanic's liens and judgment liens.

ARTICLE V ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. AUTHORIZATION. Annexation of additional lands to the Properties shall require only the assent of the members, at a meeting duly called in accordance with the Bylaws of the Association.

ARTICLE VI GENERAL RESPONSIBILITIES

Section I. COMMON FACILITIES. The Association is herewith charged with the direct and continuing responsibility for maintenance, repair, replacement, operation, protection, extension and improvement of the common facilities. Without limiting the generality of the foregoing sentence, such responsibility shall include the

(a) maintenance of the gate valve, flume, recording gauge and related works, as described in subparagraph (c of Section 4, Article I above, including the furnishing of supplies required by said recording gauge, and the payment of all assessments due to, or on account of, the Pleasant Valley Ditch or the Twin Lakes Reservoir and Canal Company, pursuant to operation of the augmentation plan for the Glen-Vista subdivision, as described in the Conditional Decree referred to in subparagraph © of

(b) maintenance of supplies, tools and equipment for fire protection purposes, including the expenses of a volunteer fire-fighting force, if such is formed under the sponsorship of the Association; and

(c) other projects not herein specifically mentioned, which will enhance the value, utility or desirability of the Properties as may be proposed and adopted by the

Section 2. ROAD CONSTRUCTION AND MAINTENANCE. Until responsibility for maintenance and plowing of roads in the Properties shall be assumed by governmental authority, the Association shall be responsible therefore: provided, shall maintain the roads (but shall not plow snow). The Association may undertake road construction and improvements as a capital expenditure requiring special assessment, as hereinabove provided.

Section 3. ENFORCEMENT OF COVENANTS. The Association is herewith vested with authority by Declarant and is assigned the rights of Declarant to enforce, to the same extent as Declarant might, any and all covenants running with the Properties, or with other lands in which Declarant, its successors and assigns, has an interest or right of enforcement, including but not limited to all covenants contained herein, or in the various Protective Covenants recorded against the Properties, or in that certain Warranty Deed described in subparagraph (c of Section 4, Article I hereof, provided that the authority and rights herein granted and assigned shall not preclude Declarant from proceeding to enforce any or all of said covenants, whether or not the Association is acting in that regard.

ARTICLE VII INSURANCE AND INDEMNIFICATION

Section 1. INSURANCE. The Association shall maintain at all times insurance policies for fire with extended coverage, vandalism and malicious mischief, in the amount of the maxi mum insurable value of all common facilities, and such casualty and public liability and other insurance policies as the Board of Directors deems necessary.

Section 2. INDEMNIFICATION. Each officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been an officer or director of the Association, or any settlement thereof, whether or not he is an officer or director of the Association at the time such expenses are incurred, except in such cases wherein such officer or director is adjudged guilty of willful malfeasance in the performance of his duties, provided that in the event of a settlement, the indemnification shall only apply when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

ARTICLE VIII GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association, or any owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any provision



herein contained shall in no event be deemed a waiver of the right to do so thereafter. Equal Housing Opportunity: All listings are offered in compliance with the Federal Fair Housing Act.

The accuracy of this information is not guaranteed. It is not to be relied upon and should be verified by the buyer.

ARTICLE VIII GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association, or any owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. AMENDMENT. The covenants, conditions and restrictions of this Declaration shall run with the land for a term of ten years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years each; provided, however, that the owners of three-fourths of the Lots in the Properties subject hereto (including Properties hereafter annexed, if any) may amend, modify or terminate any portion of this Declaration, effective as of the end of any such ten-year period, by executing and acknowledging an appropriate agreement in writing for such purpose and recording same in the office of the County Clerk and Recorder of Fremont County, Colorado, at least one year prior to the expiration of any successive ten-year period thereafter.

Section 4. REGISTRATION BY OWNER OF MAILING ADDRESS. Each owner shall register his mailing address with the Association, and all notices, statements or demands intended to be served upon an owner shall be deemed delivered when deposited in the United States mail, postage prepaid, addressed in the name of the owner to such registered mailing address.



PROTECTIVE COVENANTS

For Glen Vista Filing Nos. 9 through 16

GENERAL PURPOSES OF CONDITIONS

The real property described in Article I hereof is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practicable, the attractive dwellings thereon; and in general to provide adequately for the improvement of said property. The property hereinbefore described is made specifically subject to the following:

A. LAND USE AND BUILDING TYPE. No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than for residential or recreational purposes, for a private garage, guest house, barn out-building incidental to residential use on the premises. No trailer, motor or mobile home, basement, tent, shack, garage, barn, or other out-building (other than a guest house erected on a building site covered by these covenants) shall at any time be used for private habitation temporarily or permanently, except for a period of not to exceed two months. No lot shall be used for any commercial or business purposes whatsoever. The foregoing covenants shall not apply to Declarant's or its agent's real estate sales office and the activities conducted in connection therewith.

B. LOT SET-BACKS. No building shall be located on any building site less than 50 feet from the front lot line for all sites covered by these covenants, nor less than 50 feet from any side or rear lot line.

C. MINIMUM FLOOR AREA AND BUILDING HEIGHTS. No dwelling shall be erected, altered or placed on any tract with a ground floor area exclusive of patios, open porches or garages of less than 750 square feet external measurements, as defined in the Fremont County Building Code. The minimum floor area for a guest house shall be 300 square feet. The maximum height of any building shall be 2 ~/2 stories.

D. MINIMUM BUILDING SITE AREA. No building site shall contain more than one residential structure and one guest house (plus appurtenant non-residential structures referred to in Section A above), and each building site shall have a minimum ground area of 1.5 acres.

E. PRESERVATION OF NATURAL TIMBER. Live trees shall not be removed or damaged, except as required for on-site construction or as may be recommended by a forester for the purpose of improving stand conditions, insect and disease control, or feel modification in connection with fire prevention.

F. SEWAGE DISPOSAL. If public sewers become available, dwellings then under construction or subsequently to be built must make use thereof. Pending availability of public sewers, each dwelling must use a sanitary disposal system of design and installation approved by Fremont County and the Colorado Department of Public Health.

G. EASEMENTS. Easements and rights of way as described on the recorded plat of subdivision are reserved for poles, wires, pipes, and conduits for electricity, gas, telephone, sewer, drainage water, snow removal, fife-wells and cisterns, erosion control dams, reservoirs, water wells and associated facilities or any other utility purposes, together with the right of ingress and egress for further construction, maintenance and repair thereof along the side and rear lot lines of each lot contained in the said plat, and as otherwise shown and described therein. No dwelling improvement, material, equipment or refuse shall be placed on any part of said property within the area of the easements reserved.

H. NUISANCES. No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

I. LIVESTOCK AND POULTRY. No animal, livestock or poultry of any kind shall be raised, bred, or kept on any portion of the property for any commercial purpose.

J. GARBAGE AND REFUSE DISPOSAL. No part of the property above or below ground shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris or other waste. At all times the property shall be maintained in a sanitary condition. Reasonable precautions shall be taken against fife hazards and no outdoor burning of any kind shall be permitted upon the premises (except for cooking) unless in an approved incinerator with ash control and then only between the hours of 9:00 A.M. and 11:00 A.M. No motor vehicle of any type shall be permitted to remain on the property in a non-operating condition for more than 30 days in any calendar year. Any such vehicle which does not display current and valid license plates, and safety inspection sticker where required by state law, shall be deemed to be in a "non-operating condition".

K. SIGNS. No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two



square feet designating the owner of any building site, or signs used by Declarant or its agents to advertise the property.

L. DISCHARGE OF FIREARMS. No firearms, fireworks, explosives, air rifles, BB guns, or similar devices, shall be discharged on any part of the property.

M. MINING OPERATIONS. No oil, gas, coal, sand, gravel, or other mineral development, drilling, refining, quarrying, mining, crushing, manufacturing, or processing operations of any kind shall be permitted upon or in any portion of the property, except as may be required in connection with the construction, repair and maintenance of roads in the subdivision or the adjacent Glen-Vista area; nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be **permitted**. The foregoing shall not be construed to prevent the drilling of water wells to serve the premises for domestic purposes.

N. WATER USE. Each residential site shall contain no more than one water well, which shall be used solely for household purposes in a single-family dwelling, not including irrigation from said well for lawns, gardens, or any other purposes. No hand-dug wells shall he allowed for any purpose or use. No well shall be drilled on any site until a permit therefore has been first obtained from the State of Colorado or other regulatory authority, which permit may require (1) that the location of the well be fixed by a surveyed description prepared by a licensed Colorado land surveyor, and (2) that prior to use thereof each well shall be fitted with an approved meter capable of registering the flow of water therefrom. The drilling or use of any well in this subdivision in a manner contrary to the provisions of this covenant or contrary to the conditions set forth in any well permit issued by proper authority shall constitute a violation of these protective covenants. Declarant hereby assigns to the State of Colorado, acting by and through its duly appointed officials, the right to enforce the covenants contained in this Section N as fully as Declarant itself could do.

O. FIRE PREVENTION. In order to minimize the danger of damage to and destruction of natural foliage, buildings and other improvements from fire, lot owners shall provide such hand tools as may be available and shall furnish water from private wells as available whenever required for the prevention or suppression of fire. All chimneys shall have protective wire screens inside near or at the top adequate to prevent burning particles from escaping.

P. VIOLATION OF COVENANTS. Violation of any of the covenants or restrictions herein contained shall give to Declarant, its agents or assigns, the right to enter upon the property as to which such violation exists, and summarily to abate and remove at the expense of the owner thereof any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Declarant, its agents or assigns, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Q. TERM OF COVENANTS. Except for the provisions of Section N (Water Use), set forth above, each of the covenants, restrictions, and reservations set forth herein shall continue to be binding for a period of ten years from the date of filing hereof in the Office of the Clerk and Recorder of Fremont County, Colorado, and shall automatically continue thereafter for successive periods of ten years each; provided, however, that the owners of seventy-five per cent of the lots which are subject to these covenants may release all or part of the lands so restricted from any one or more of said restrictions, or may change or modify any one or more of said restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same in the Office of the County Clerk and Recorder of Fremont County, Colorado, at least one year prior to the expiration of any successive ten-year period thereafter. The above provisions of Section N (Water Use) shall continue and not be released or modified or deemed released or modified until, in addition to the foregoing prerequisites for release or modification, a decree is obtained authorizing such release or modification from the Water Court or other court with jurisdiction over the premises and water rights dedicated thereto in Case No. W-3967, Water Division No. 2, by Conditional Decree entered January 23, 1974, and recorded February 1, 1974, in Book 260 at Page 439 of the records of Fremont County, Colorado.

R. SEVERABILITY. Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in fill force and effect.

S. LIMITATION OF LIABILITY. The liability hereunder of Declarant shall be limited to the value of the property owned by it in this subdivision at the time of such violation.

T. COUNTY REGULATIONS. To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.

U. ENFORCEMENT. Enforcement by Declarant, its successors or assigns, or by any lot owner or owners shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants set forth herein.

