

DECLARATION OF PROTECTIVE COVENANTS

FOR

—
MOUNTAIN VIEW ESTATES

Filings Nos. 1 thru 4

A Subdivision of the

City of Steamboat Springs, Colorado.

ROBERT J. HAMILTON of the County of Sarasota, State of Florida ("Grantor"), is the beneficial owner of all that real property in Routt County, Colorado, the deeds to which are recorded in Book 381 at Page 618, Book 379 at Page 215 and Book 388 at Page 389 of the records of Routt County, Colorado (hereinafter collectively called the "Property"). Said Property has been platted as a subdivision called Mountain View Estates, Filings Nos. 1, 2, 3, and 4, the four plats of such four filings of which are filed as File Nos. 8126, 8127, 8128 and 8129, respectively in the Routt County property Records.

Grantor hereby makes and declares the following limitations, restrictions and uses upon and of the Property and upon the owners of single-family dwellings and buildings erected thereon as restrictive and protective covenants running with the land, and as binding upon Grantor and upon all persons claiming under Grantor and as contract obligations and use restrictions upon all future owners of any part of the Property, so long as these restrictive and protective covenants shall remain in full force and effect.

1. DEFINITIONS: As used herein the following words and terms shall have the following meanings:

“Residential Lot” A lot which can be used for residential purposes only and upon which only one single-family dwelling may be constructed. All lots within the Subdivision are single-dwelling residential Lots.

“Single-family dwelling” or “dwelling” A single building constructed for and occupied by one family for residential purposes only.

“Committee” A group of three persons who shall be responsible for the administration and enforcement of these protective covenants. The Committee shall consist at all times of three (3) members, each of whom shall be a record fee owner of a corporate officer, director, or majority stockholder, or general partner, or joint venturer with or duly appointed agent or attorney-in-fact of a record fee owner of a Lot within the Property. The initial members of the Committee shall be designated in writing by Grantor. Upon the death, resignation or judicially declared incompetency of a member, or if any member shall no longer qualify to serve on the Committee by reason of the requirements hereinabove set forth, or if any member shall otherwise be unable or unwilling to serve on the Committee, then the remaining members of the Committee shall declare a vacancy thereon, and such vacancy shall be filled with due expediency as follows:

(a) By Grantor, but if Grantor be deceased at the time of such vacancy or if Grantor shall fail to fill such vacancy within sixty (60) days after the occurrence thereof, then

(b) By the Board of Directors of Mountain View Estates Homeowners' Association, if Grantor has theretofore designated such Association to fill all vacancies, by an acknowledged writing records in the Routt County records, but if such Association does not lawfully exist or if Grantor has made no such designation or such vacancy is not filled by such Association within ninety (90) days after the occurrence thereof, then

(c) By the written selection by a majority of all record fee owners of Lots in the Property.

Wherever reference is made herein to acts or decisions of the Committee, the act or decision of a majority of the three members of the Committee shall be deemed the act of decision of the Committee.

2. GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping the Property, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and guarding against fires and unnecessary interference with the natural beauty of the Property, all for the mutual benefit and protection of the owners of Lots and single-family dwellings in the Property.

3. USES: All of the Property (excluding roads and open space areas reserved or dedicated for general use) shall be used only for Residential Lots, and only one single-family dwelling may be constructed on any Lot. Provided, however, that a single-family dwelling may be constructed on two or more contiguous lots or portions thereof. All uses of the Property shall be in conformance with the zoning, subdivision and other applicable ordinances, rules and regulations of the City of Steamboat Springs. No trailer or mobile home shall be erected, placed or constructed, whether temporarily or permanently, on the Property at any time. No garage, tent, shack, camper, boat, boat trailer, or other outbuilding or any temporary structure, shall be used for residential occupancy or placed, situated or maintained at any time on any part of the Property, except as allowed by reason of Paragraph 19 herein. No dwelling, no Lot and no other part of the Property may be used for commercial purposes at any time, except for such home occupations as may be specifically authorized in writing by the Committee. No outbuilding unconnected to a dwelling shall be constructed or maintained on any Lot except as may be approved in advance by the Committee.

SEE
2nd
PROVISION

4. APPROVAL OF CONSTRUCTION PLANS: (a) No dwelling or other improvement shall be constructed, erected, or maintained on any Lot or any part thereof, nor shall any addition thereto or change or alteration therein be made affecting the exterior thereof, until the complete plans and specifications (including, but not limited to, the floor, elevation, plot and grading plans; provisions for locations of driveway access and off-street parking; specifications of principal exterior materials and color schemes; and the location, character and method of utilization of all utilities) have been submitted to the Committee prior to commencement of such construction or erection and approved by a majority of the Committee. It is recommended that submittals be made during the preparation of such plans and specifications in order to avoid delay in approval.

(b) The Committee shall be authorized to levy a reasonable charge, not exceeding ten cents for each square foot of enclosed floor space on the main floor, for the review of final plans and specifications, which charge shall be paid in advance, the proceeds of such charges shall be used for the administration and enforcement of these protective covenants.

(c) Each dwelling or other improvement shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

(d) In passing upon all such plans and specifications, the Committee shall take into consideration the limitations of these covenants and applicable governmental ordinances, rules and regulation, the suitability of the proposed dwelling built to the Lot upon which it is to be erected, the harmony thereof with the surroundings and the effect of the dwelling or other improvement, as planned, on the outlook from adjacent or neighboring lots. The Committee shall use reasonable judgment in passing upon all such plans and specifications, but the Committee shall not be liable to any person for its actions in connection with submitted plans and specifications, unless it be shown that the Committee acted with malice or wrongful intent.

(e) Disapproval of plans and specifications shall be made in writing by the Committee to the lot owner and shall specify in reasonable detail the reasons for such denial. Failure by the Committee to respond in writing to the lot owner for thirty (30) days after submittal of final and complete plans and specifications shall automatically be deemed approval.

5. DRAINAGE: No vehicle entrance to any Lot in the Property from any dedicated road or street shall be constructed or used unless served by a constructed drainage culvert located and sized in a manner which shall first be approved in writing by the Committee. The Committee's action in reviewing such drainage plans shall be guided by the recommendations of the Road Superintendent of the City of Steamboat Springs.

6. EASEMENTS: Easements and rights of way are dedicated for the installation of public utilities as shown or described on the four recorded plats of the Property. Any utility easement situated in any Lot as shown on the plats shall be and become released and vacated to and in favor of the record fee simple owner of such Lot immediately upon the recording in the real property records of Routt County of:

(a) properly executed and acknowledged Quit Claim Deeds for such utility easement to such owner from each and every public utility entity then holding a valid Certificate of Public Convenience and Necessity from the Colorado Public Utilities Commission to serve the Property with public utilities for consumer use, being gas, electricity, and telephone, and from Fish Creek Water and Sanitation District; and

(b) A certified copy of a duly-enacted resolution of the City Council of the City of Steamboat Springs approving such release and vacation. No approval of the Committee or any landowner in the Property shall be required prior to such release and vacation, but the aforesaid public utility companies and the City Council may consider the desires of the Committee or the landowner in the Property prior to executing the deeds and resolutions aforesaid.

Certain easement for motor vehicle turn-around, labeled "Cul-de-sac Easement Sites" on the plats, are dedicated on the plats to the City of Steamboat Springs, Colorado, for the use of the public. Such easements are to be temporary only, until the roads in the subdivision have been constructed. Any part of any such "Cul-de-sac Easement Site" situated in any Lot in the Property shall be and become released and vacated to and in favor of the record fee owner of such lot immediately upon the recording in the real property records of Routt County of a certified copy of a duly-enacted resolution of the City Council of the City of Steamboat Springs approving such release and vacation.

7. FENCES: No fence, wall or similar type barrier shall be constructed, erected or maintained on any Lot, except such functional fences or walls as may be approved by the Committee or as shall constitute an integral or decorative part of a dwelling to be erected on a Lot, and in any case no such fence or wall shall obstruct motorists' vision at street intersections.

8. SIGNS: No signs, billboards or other advertising structure of any kind shall be erected, constructed or maintained on any Lot for any purpose whatsoever, except one small "For Sale" sign on any Lot and except for such signs as have been approved by the Committee for identification of residences.

9. WATER AND SANITATION: Each single-family dwelling shall connect with water and sanitation facilities made available at any time in the future by the Fish Creek Water and Sanitation District or the City of Steamboat Springs, or any public corporation formed and constituted to provide water and sanitation facilities to the Property, or the Grantor. No private wells shall be used as a source of water for human consumption or irrigation, and no private septic tanks, cesspools, or similar individual sewage disposal means shall be installed in any Lot.

10. TRASH: No trash, ashes or other refuse shall be thrown or dumped on any land within the Property. There shall be no burning or other disposal of refuse out of doors. Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from the public view and protected from disturbance. No campers, camper shells, snowmobiles, abandoned automobiles, equipment or machinery shall be stored on any part of the Property unless totally screened from public view inside a garage.

11. LIVESTOCK: No animals, livestock, horses or poultry (except dogs, cats and other pets for household enjoyment and not for commercial purposes and, in such case, not to exceed three such household pets in any dwelling) shall be kept, raised or bred in the Property.

12. FLOOR SPACE: Each single-family dwelling shall have a minimum fully-enclosed habitable floor area (as measured by reference to exterior walls) devoted to living purposes, exclusive of porches, garages, balconies, decks, terraces, cellars, basements, carports and lofts, of 1,200 square feet. If a dwelling shall have two or more stories, then each level shall also have a minimum fully-enclosed habitable floor area (as measured by reference to exterior walls) devoted to living purposes, exclusive of porches, balconies, decks, terraces, cellars, basements, carports or garages, of 800 square feet. In addition, each single-family dwelling shall have a fully enclosed garage constructed as a part of and integral to such dwelling and of a size sufficient to accommodate at least two ordinary size automobiles; provided, however, that upon application to the Committee by any Lot owner, the Committee may waive or vary this garage requirement upon showing of undue hardship or non-feasibility of construction and a showing that adequate alternative storage space will be provided in or appurtenant to the single-family dwelling.

13. NO SETBACK REQUIREMENTS: There shall be no general requirements for the location of improvements with relation to property lines, except that applicable governmental rules, ordinances and regulations shall at all times be controlling on the Property, and except further that the location of each improvement on a Lot must be approved in advance by the Committee as hereinbefore provided.

14. NO RE-SUBDIVISION: No Lot in the Property shall be re-subdivided into smaller lots or parcels, nor conveyed or encumbered in any less than the full, original dimensions thereof as shown on the respective plat; provided, however, that Grantor reserves the right to further subdivide any Lot owned by Grantor and subject to these covenants into smaller lots or parcels without the prior consent or approval of the Committee or any owner, mortgagee or other person, firm or entity owning or having any fee interest in any Lot in the Property, such reservation to be personal in Grantor and shall not run with the Property.

15. ROOFS AND FRONT FACE: All roofs on all dwellings constructed in the Property shall be covered by natural wood shakes or other natural wood or other roofing material approved by the Committee. At least fifteen percent (15%) of the front face of any dwelling must be constructed of brick or stone or have brick or stone veneer, unless otherwise approved in advance by the Committee.

16. PARKING: Improvement plans and specifications for any Lot shall include provision for off-street parking sufficient for all occupants of the dwelling on such Lot and all persons using such Lot, and such off-street parking requirement shall be maintained so long as such dwelling remains on such Lot. Parking in dedicated streets, avenues or roadways is strictly prohibited.

17. TOWERS AND ANTENNAE: No exterior towers, poles or antennae shall be constructed, placed or maintained at any time on the Property, except that there shall be allowed one television reception antennae attached to each dwelling, provided that such antennae shall not extend higher than seven feet above the highest roof line of the dwelling.

18. LANDSCAPING: All surface areas, outside of areas occupied by dwellings, parkings, or driveways, disturbed by construction shall be planted in grass or utilized for gardens, terraces or patios, unless otherwise specifically authorized by the Committee.

19. TEMPORARY STRUCTURES: No temporary structure, excavation, basement, trailer, tent, camper, boat, boat trailer, shack or temporary outbuilding shall be permitted in the Property, except as may be determined to be necessary during construction and specifically authorized by the Committee in writing. No outdoor clotheslines shall be permitted, placed or maintained on any Lot.

20. CONTINUITY OF CONSTRUCTION: All structures commenced in the Property shall be prosecuted diligently to completion and shall be completed within twelve months of commencement unless some exception is granted in writing by the Committee.

21. NUISANCE: No noxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance therein.

22. LEASES: The owner of each single-family dwelling which is leased to another person shall include in every lease a reference to these covenants and an obligation on the part of the lessee to abide by all the restrictions upon use of the leased property herein contained. No Lot may be leased separately from the single-family dwelling on such Lot.

23. HOMEOWNERS' ASSOCIATION: Each fee owner of any interest in a Lot in the Property at any time shall automatically be a member of the "Mountain View Estates Homeowners' Association (the "Association"), a Colorado non-profit corporation. Each such owner, by acquiring fee ownership interest in any one or more Lots, shall be held to have accepted the benefits and burdens of membership in said Association, and shall abide by all provisions of its Articles and Bylaws and the rules and regulations of the Association adopted from time to time pursuant thereto. The Articles and Bylaws of said Association shall, inter alia, provide for membership dues, fees and assessments, and for securing the prompt and orderly payment thereof. If a fee owner of an interest in a Lot in the Property sells, transfers or conveys the same, the new owner shall automatically be and become a member of said Association for the interest conveyed and the transferor shall thereupon lose membership for the interest conveyed, but such transferor shall remain liable to the Association for any unpaid dues, fees and assessments due but unpaid to the Association, prorated to date of conveyance or transfer. The Association shall have among its purposes the protection of the Property, the maintenance and care of open areas and greenbelts within the Property and not subdivided nor conveyed as Lots, the acquisition of title to said open areas, placement of recreational improvements in and upon open areas or greenbelts, enforcement on behalf of the owners of these Protective Covenants and applicable ordinances of the City of Steamboat Springs, and generally to control the open areas and greenbelts for the benefit and interest of all members of said Association. If at any time such Association shall be dissolved or shall become defunct and inoperative, all fee owners of all interests in Lots in the Property from time to time shall jointly be responsible for maintenance of the open areas and greenbelts, any and all costs of maintenance thereof in such event to be borne by such owners in the proportions of their respective interests and acreage of Lots.

24. VARIANCE: A variance from or exception to any of the provisions hereof may be granted in writing by the Committee, so long as such variance does not violate applicable ordinances, rules and regulations of the City of Steamboat Springs, Colorado.

25. EFFECT AND DURATION OF COVENANTS: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each Lot in the Property, and each owner of property therein, his successors, representatives and assigns, and shall continue in full force and effect until twenty (20) years and eleven (11) months after the death of Grantor.

26. AMENDMENT: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be abandoned, terminated or amended except by written consent of the fee simple owners of record of 67 percent of the Lots in the Property and consent of Robert J. Hamilton, unless he then be deceased. Provided, however, that Grantor may amend any part of this instrument, at any time within five (5) years from the date of recording hereof in the real property records of

FIRST AMENDMENT
TO
DECLARATION OF PROTECTIVE COVENANTS
FOR
MOUNTAIN VIEW ESTATES

Filings Nos. 1 thru 4
A Subdivision of the
City of Steamboat Springs, Colorado.

ROBERT J. HAMILTON, TRUSTEE, OF ROBERT J. HAMILTON TRUST, under trust instrument dated August 31, 1977, of the County of Sarasota, State of Florida ("Grantor"), is the beneficial owner of all that real property in Routt County, Colorado, the deed to which is recorded in Book 466 at Page 309 of the records of Routt County, Colorado (hereinafter collectively called the "Property"). Said Property has been platted as a subdivision called Mountain View Estates, Filing Nos. 1, 2, 3, and 4, the four plats of such four filings of which are filed as File Nos. 8126, 8127, 8128, and 8129, respectively, in the Routt County property records. Grantor is successor-in-interest to the Property to Robert J. Hamilton.

On January 1, 1978, Robert J. Hamilton, then owner of the Property did make, execute and declare certain Protective Covenants constituting limitations, restrictions and uses upon and of the Property and upon owners thereof, which Protective Covenants were recorded on January 23, 1978, in Book 446, Page 217, Routt County records (herein called the "Protective Covenants").

Pursuant to the power and authority contained in paragraph 26 of the Protective Covenants, Grantor does hereby make and declare the following amendments to the Protective Covenants, to be and constitute limitations, restrictions, and uses upon and of the Property and all owners thereof, running with the land.

A. Each lot in the Property shall be used for residential purposes only, and is restricted to construction of one single-family dwelling, unless the applicable provisions of the zoning ordinances and zoning description of the City of Steamboat Springs will permit or allow construction of a duplex or two-family dwelling on a specific lot in the Property, in which event one duplex or two-family dwelling may be constructed and occupied on such lot. This provision shall be deemed to supersede and amend any contrary provision in the Protective Covenants. Wherever, therefore, reference is made in the Protective Covenants to "single-family dwelling," such reference shall be deemed to be expanded to be and include "single-family dwelling, or duplex (where permitted by zoning ordinance and zoning description)."

B. The following shall be an addition to the end of paragraph 6 of the Protective Covenants:
"Grantor, or his successors or assigns, may reserve an easement or easements for driveway ingress and egress over and across a portion of one or more of the lots in the Property, in order that adjacent lot owners may have reasonable driveway access to their lot or lots. Such easement shall be reserved, if at all, only in the deed of conveyance to a lot, and when so reserved, interests in such easement may thereafter be conveyed to owners of lots adjacent thereto. Grantor, or his successors or assigns, shall not, however, have any obligation or liability to construct, install or maintain any driveway in the Property."

C. That full sentence of paragraph 12, being on lines 7-12 of said paragraph 12, of the Protective Covenants is hereby deleted.

EXCUTED this 5th day of April, 1979.

Robert J. Hamilton

Robert J. Hamilton, Trustee,
of Robert J. Hamilton Trust,
Under Trust Instrument dated
August 31, 1977.

STATE OF FLORIDA)
) ss.
COUNTY OF SARASOTA)

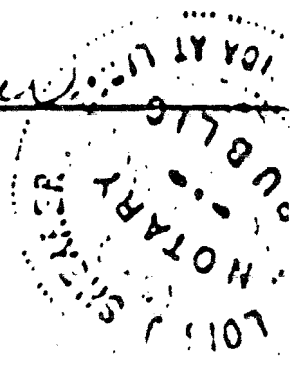
The foregoing First Amendment to Declaration of Protective Covenants for Mountain View Estates, Filing Nos. 1 thru 4, was acknowledged before me this 5th day of April, 1979, by Robert J. Hamilton, Trustee, of Robert J. Hamilton Trust, under trust instrument dated August 31, 1977.

WITNESS my hand and official seal.

Louis J. Sheerer
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 12, 1982
Issued by U S F & G



SECOND AMENDMENT
TO
DECLARATION OF PROTECTIVE COVENANTS
FOR
MOUNTAIN VIEW ESTATES

Filing Nos. 1 thru 4
A Subdivision of the
City of Steamboat Springs, Colorado

ROBERT J. HAMILTON, TRUSTEE, OF ROBERT J. HAMILTON TRUST, under trust instrument dated August 31, 1977, of the County of Sarasota, State of Florida, and HAMILTON HOMES OF FLORIDA, INC., a Florida corporation, are the beneficial owners of all that real property in Routt County, Colorado, platted as a subdivision called Mountain View Estates, Filing Nos. 1, 2, 3, and 4, the four plats of such four filings of which are filed as File Nos. 8126, 8127, 8128, and 8129, respectively, in the Routt County property records (herein collectively called the "Property").

On January 1, 1978, Robert J. Hamilton, then owner of the Property, did make, execute and declare certain Protective Covenants constituting limitations, restrictions and uses upon and of the Property and upon owners thereof, which Protective Covenants were recorded on January 23, 1978, in Book 446, Page 217, Routt County records (herein called the "Protective Covenants"). On April 5, 1979, Robert J. Hamilton, Trustee, of Robert J. Hamilton Trust, then owner of the Property, did make, execute and declare a First Amendment to the Declaration of Protective Covenants, recorded May 18, 1979, in Book 475, Page 293, Routt County records. Subsequently, Robert J. Hamilton, Trustee of Robert J. Hamilton Trust, did convey a portion of the Property (constituting more than 35 acres) to Hamilton Homes of Florida, Inc.

Pursuant to the power and authority contained in paragraph 26 of the Protective Covenants, the undersigned beneficial owners do hereby make and declare the following second amendment to the Protective Covenants, to be and constitute limitations, restrictions and uses upon and of the Property and all owners thereof, running with the land:

A. The fourth sentence of paragraph 3 on page 15 of the Protective Covenants is hereby deleted, and the following sentence inserted in lieu thereof: "No trailer or mobile home, and no modular or factory fabricated or pre-constructed houses of any kind, shall be erected, placed or constructed, whether temporarily or permanently, on the Property at anytime."

EXECUTED this 23rd day of May, 1979.

SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR
MOUNTAIN VIEW ESTATES, FILING NO. 3

ROBERT J. HAMILTON, TRUSTEE, OF ROBERT J. HAMILTON TRUST, Under Trust Instrument dated August 31, 1977, of the County of Sarasota, State of Florida ("Grantor"), is the owner in fee simple of all land within Mountain View Estates, Filing No. 3, File No. 8128, Routt County Records, except and excluding Lots 1 and 2 of said Filing No. 3, all of which is hereinafter referred to as the "Filing 3 Property." Grantor has previously executed and recorded in the real property records of Routt County a "Declaration of Protective Covenants for Mountain View Estates, Filings Nos. 1 thru 4," recorded January 23, 1978, in Book 446, Page 217, Routt County Records (hereinafter called the "Original Covenants"). Grantor has also previously executed and recorded in the real property records of Routt County a "First Amendment to Declaration of Protective Covenants for Mountain View Estates, Filings Nos. 1 thru 4," recorded May 18, 1979, in Book 475, Page 293, Routt County Records (hereinafter called the "First Amendment"). Grantor has also previously executed and recorded in the real property records of Routt County a "Second Amendment to Declaration of Protective Covenants for Mountain View Estates, Filings Nos. 1 thru 4," recorded May 24, 1979, in Book 475, Page 474, Routt County Records (hereinafter called the "Second Amendment").

This instrument shall be supplemental to, and in addition to, the Original Covenants and the First Amendment and the Second Amendment. Grantor hereby makes and declares the following limitations, restrictions and uses upon and of the Filing 3 Property and upon the owners of single-family dwellings and buildings erected thereon as restrictive and protective covenants running with the land, supplemental to the Original Covenants and the First Amendment and Second Amendment and in addition thereto, all of which are binding upon Grantor and upon all persons claiming under Grantor and shall be contract obligations and use restrictions upon all future owners of any part of the Filing 3 Property, so long as this Supplement to Declaration of Protective Covenants For Mountain View Estates, Filing No. 3 ("Supplement") shall remain in full force and effect.

1. DEFINITIONS: The definitions contained in the Original Covenants shall have the same meaning in this Supplement.

2. GENERAL PURPOSES: This Supplement is made for the purpose of creating and keeping the Filing 3 Property, insofar as possible, desirable and attractive, to enhance the natural beauty of such Filing 3 Property, and to provide for the general welfare and benefit of the owners of Lots and single-family dwellings in such Filing 3 Property.

3. USES: Each Lot in the Filing 3 Property shall be used only for residential purposes, and only one single-family dwelling may be constructed on any Lot in the Filing 3 Property. A single-family dwelling may be constructed on two or more contiguous Lots. No duplexes or two-family dwellings or residences with caretaker units shall be constructed or occupied within the Filing 3 Property. "Single-family dwelling" for purposes of this Supplement shall not include duplexes.

4. FOR SALE SIGNS: The one "for sale" sign which may be permitted on any Lot pursuant to paragraph 8 of the Original Covenants shall not exceed a size of 1 1/2 ft. by 2 ft.

5. FLOOR SPACE: Each single-family dwelling within the Filing 3 Property shall have a minimum fully-enclosed habitable floor area (as measured by reference to exterior walls) devoted to living purposes, exclusive of porches, garages, balconies, decks, terraces, cellars, basements, carports and lofts, of 1,500 square feet. If a dwelling shall have two or more stories, then the main level shall also have a minimum fully-enclosed habitable floor area (as measured by reference to exterior walls) devoted to living purposes, exclusive of porches, balconies, decks, terraces, cellars, basements, carports or garages, of 1,200 square feet. In addition, each single-family dwelling within the Filing 3 Property shall have a fully enclosed garage constructed as a part of and integral to such dwelling and of a size sufficient to accommodate at least two automobiles; provided, however, that upon application to the Committee by any Lot owner, the Committee may waive or vary this requirement upon showing of undue hardship or non-feasibility of construction and a showing that adequate alternative storage space will be provided in or appurtenant to the single-family dwelling.

6. GARAGE DOORS TO REMAIN CLOSED: Paragraph 5 above requires each single-family dwelling to have a fully enclosed garage sufficient to accommodate at least two automobiles. The garage doors for such garages in the Filing 3 Property shall be closed, except only during such time periods as are necessary for ingress into, and egress from, the garage by vehicles and pedestrians.

7. ALBERT A. MANN'S FISH CREEK DITCH: The headgate of the Albert A. Mann's Fish Creek Ditch (the "Mann Ditch") is located on the right or north bank of Fish Creek within the Filing 3 Property, and the Mann Ditch carries water through a portion of the Filing 3 Property, exiting at the west boundary of the Filing 3 Property. Neither Grantor nor the Association owns any interest in the Mann Ditch or the water rights therein. No owner shall impede the flow of water in the Mann Ditch or alter its location or headgate, or divert any water carried within the Mann Ditch, except only pursuant to Colorado Law and without injury to the lawful owners of the Mann Ditch and the water rights therein.

8. TOWERS, ANTENNAE AND SATELLITE DISHES: Notwithstanding paragraph 17 of the Original Covenants, no exterior towers, poles, antennae or satellite dishes shall be constructed, placed or maintained on the Filing 3 Property, and no exceptions shall be permitted to this exclusion.

9. GREENBELT: (a) South Greenbelt. Grantor may grant and convey unto Sheraton Steamboat Corporation ("Sheraton"), its successors and assigns, a perpetual easement on, over, under and across a portion of the Greenbelt within Mountain View Estates, Filing No. 3, lying south of Fish Creek (such easement area herein called the "Golf Course Greenbelt"), such easement to be for golf course play and for installation and maintenance of golf course fairway improvements and landscaping, for the installation, replacement and maintenance of underground utilities, and/or for aesthetic uses in its natural condition. If such an easement is granted, no fences shall be installed or maintained within or on the boundary of the Golf Course Greenbelt by Sheraton or Grantor or any of their heirs, representatives, successors or assigns. All that part of the Greenbelt within Mountain View Estates, Filing No. 3, lying south of a line ten (10) feet south of the south high-waterline bank of Fish Creek and outside of the Golf Course Greenbelt is hereinafter called the "South Greenbelt" and is hereby perpetually restricted, burdened, encumbered and made subject to the limitation and negative restrictive covenant, binding upon Grantor and his heirs, representatives, successors and assigns, that no structure, fence, building, or improvement shall ever be placed or constructed by Grantor or his heirs, representatives, successors, or assigns, within such South Greenbelt, and such South Greenbelt shall remain in its natural condition, except for underbrush removal, clearing and landscaping by the owner in fee simple of such South Greenbelt land as may be necessary and proper, in the sole discretion of such owner, to maintain such South Greenbelt in an attractive condition.

(b) North Greenbelt. Grantor will grant and convey unto the owners of each of Lots 14 through 23 of Mountain View Estates, Filing No. 3, their heirs, representatives, successors and assigns, to run with each such lot, a perpetual easement on, over and across all that portion of the Greenbelt within Mountain View Estates, Filing No. 3, lying north of a line ten (10) feet south of the south high-waterline bank of Fish Creek (such portion being called the "North Greenbelt") for pedestrian access and aesthetic uses and views. Each owner of Lots 14 through 23 of Filing No. 3 may remove underbrush, trees of a diameter smaller than 6 inches, and landscape that part of such North Greenbelt situated between north-south lines extending southerly from the two most-southerly corners of such Lot, in the sole discretion of such owner.

The North Greenbelt is hereby perpetually restricted, burdened, encumbered and made subject to the following limitations and negative restrictive covenants, binding upon Grantor and his heirs, representatives, successors and assigns:

(a) No structure, fence, building, or improvement shall ever be placed or constructed by Grantor or any owner of any of such Lots 14 through 23, Filing No. 3, or their heirs, representatives, successors, or assigns, within the North Greenbelt, except for landscaping.

(b) Storage, operation or use of motorcycles or motorized vehicles of any kind in the North Greenbelt is prohibited.

(c) Trees of a diameter of 6 inches or greater within the permitted landscaping area southerly of any adjoining Lot may only be removed with the prior approval of the owner in fee simple of the North Greenbelt land.

(d) Except for the successive respective owners of Lots 1 and 2 and Lots 14 through 23 of Filing No. 3, no owner of any other Lot within Mountain View Estates, Filing No. 3, shall have any right, title, easement, covenant, use, license or interest in the Greenbelt area shown on the plat of such Filing 3.

(c) Prohibition Against Use of Greenbelt Access. The recorded plat for Mountain View Estates, Filing No. 3, shows a 20-foot wide greenbelt access between Lots 21 and 22 of Filing No. 3 (the "Greenbelt Access"). With respect only to all Lots within Mountain View Estates, Filing No. 3, other than Lots 1 and 2 of such Filing No. 3, Grantor hereby revokes, cancels and terminates all right, title and interest which now or has existed appurtenant to such Lots for use or enjoyment of such Greenbelt Access. The owners of Lots within such Filing No. 3 (other than Lots 1 and 2), and persons claiming under such owners, are hereby prohibited from using occupying or making use of such Greenbelt Access.

10. SURFACE DISTURBANCE: All surface areas of any Lot in the Filing 3 Property disturbed by construction or excavation, and all surface scars, cut or fill slopes, or grading created by construction activity or utility installation or otherwise, outside of areas occupied by dwellings or driveways, shall be reestablished with vegetative cover or planted in grass or utilized for gardens, terraces or patios, unless otherwise specifically authorized by the Committee. The vegetative cover or grass shall be installed no later than the beginning of the next summer following the end of such surface disturbance.

11. NO COMMERCIAL VEHICLES: No commercial vehicle or truck (other than ordinary pickups or vans) or construction equipment shall be placed or permitted on the Filing 3 Property without written approval of the Committee or the written approval of the owner in fee simple of the North Greenbelt land, except during construction, remodelling or reconstruction of residential improvements on a Lot.

12. RESTRICTION ON LOT 7: The south 25 feet of Lot 7, Mountain View Estates, Filing No. 3 (herein called the "Lot 7 Greenbelt"), is hereby perpetually restricted, burdened, encumbered and made subject to the limitation and negative restrictive covenant, binding upon Grantor and his heirs, representatives, successors and assigns to such Lot 7, that no excavation, building, roadway, street, or improvement shall ever be placed or constructed by Grantor or his heirs, representatives, successors, or assigns, within such Lot 7 Greenbelt, and such Lot 7 Greenbelt shall remain in its natural condition, except for underbrush removal, landscaping by the owner of such Lot 7 as may be necessary and proper, in the sole discretion of such owner, to maintain such Lot 7 Greenbelt in an attractive condition, and except that one vehicular driveway serving and terminating within Lot 7 only may be constructed within such Lot 7 Greenbelt. The restrictions of this paragraph 12 may be terminated, cancelled and released at any time by an instrument in writing executed and acknowledged by the owner in fee simple of the North Greenbelt land, without necessity of the consent of any owner of any interest in such Lot 7.

13. EFFECT AND DURATION OF COVENANTS: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each Lot in the Filing 3 Property, and each owner of property therein, his successors, representatives and assigns, and shall continue in full force and effect until the earlier to occur of (i) twenty (20) years and eleven (11) months after the death of Grantor, or (ii) the termination of the Original Covenants and First Amendment and Second Amendment.

14. AMENDMENT: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be abandoned, terminated or amended except by written consent of the fee simple owners of record of 67 percent of the Lots in the Filing 3 Property and the consent of Robert J. Hamilton, unless he then be deceased. Provided, however, that Grantor may amend any part of this Supplement, at any time within five (5) years from the date of recording hereof in the real property records of Routt County, without necessity of consent of any owners of Lots as aforesaid, if Grantor shall determine that such amendment is necessary and proper for the best interests of the majority of landowners in the Filing 3 Property. Provided, further, that Grantor may amend Paragraph 9 of this Supplement at any time within five(5) years

