

**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
UNIT NUMBER ONE, TWO, THREE AND FOUR
STEAMBOAT LAKES SUBDIVISION**

NOV 30 2001
KLAUZER & TREMAINE

THIS DECLARATION is made this 18th day of November, 1971, by Steamboat Lakes Development Co., a Colorado Corporation, hereinafter referred to as the "Developer," and as amended and restated by majority vote of the members of the Steamboat Lake Association, Inc., effective the 18th day of November 2001.

WITNESSETH;

WHEREAS, the Developer is the owner of all of the lands contained in the area known as the "Steamboat Lakes Subdivision, Unit Numbers One, Two, Three and Four," being a Subdivision of Routt County, Colorado, as shown and described on the plats thereof recorded under _____ in the Office of the Recorder of Deeds for the County of Routt, State of Colorado; and

WHEREAS, Developer is about to sell and convey lots situated within said Steamboat Lakes Subdivision, Unit Numbers One, Two, Three and Four hereinafter referred to as the "Development" and before doing so, desires to subject and impose upon the Development mutual and beneficial restrictions, covenants, conditions, easements, liens and charges, hereinafter referred to as the "Restrictions" for the benefit and complement of all of the lots in the Development and the future owners thereof.

NOW, THEREFORE, the Developer declares that the real property located within the Development shall be held, conveyed, hypothecated or encumbered, leased, rented, used occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in

furtherance of a common plan for improvement of the Development, established by the Developer for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each lot and parcel situated therein. All of these Restrictions shall run with the land and shall be binding upon the Developer and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof. (Such persons being sometimes hereinafter referred to as "Owners.") The Developer specifically reserves unto itself the right and privilege, prior to the sale by it of the particular lot or tract of land concerned therewith, to designate any such lot or tract of land within the development as being commercial in character; and, where necessary, to apply to the necessary governmental body for such commercial classification or zoning.

1. Green Belt Preservation.

The use of the following described land shall be restricted to green belt area for the enjoyment and protection of all the owners of record of this subdivision; which use may not be changed without the review and approval of the then members of the Routt County Board of Commissioners. Said consent shall be given in accordance with the rules and procedures adopted by said county. Said green belt areas are described as:

- A. Lot Number 132, Unit No. 1, Recorded as Reception Number 229086, October 7, 1971.
- B. Parcel A, B, and C, Unit No. 2
- C. Parcel A, B, C and D, Unit No. 3.
- D. Parcel A, B and F and Lot C, D and E, Unit 4

2. Residential Character of the Development.

- A. In General. Every numbered lot in the Steamboat Lakes Development, Unit Number One, Two, Three and Four, unless it is otherwise designated by the developer, is a residential lot

and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said lots, except a single family dwelling house and such out buildings as are usually accessory to a single family dwelling house. No structure shall be occupied until central water and sewer by the Steamboat Lake Water & Sanitation District has been provided or until a useable well and septic system has been installed on five-acre or larger parcel, in accordance with Routt County regulations.

B. Residential Use of Accessory Out Buildings, etc. Prohibited. No necessary out buildings shall be erected on any of said lots prior to the erection thereon of a single family dwelling house, and in no event any such accessory out building, or any temporary structure which may be constructed upon such lot under these restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.

C. Occupancy or Residential Use of Partially Completed Dwelling Houses Prohibited. No dwelling house constructed on any of said lots shall be occupied or used for residential purpose or human habitation until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be determined by final inspection of Routt County.

3. Restrictions Concerning Size and Placement of Dwelling Houses and Other Structures and the Maintenance Thereof.

A. Minimum Living Space Areas. No dwelling shall be constructed on any lot in the Development having less than the following minimum square footages of living space, exclusive of porches, terraces, garages, carports and other buildings:

No house or dwelling shall be constructed having less than 750 square feet of living space on a lot with less than five acres. In the case of one-story houses, all 750 square feet of living space shall be situated on the first floor of said house. In the case of multi-story

houses, there shall be a minimum of 750 square feet of living space on the first floor. In determining the amount of square footage contained within a house, there shall not be taken into consideration any area which is wholly or substantially below ground level.

B. Set-Back Requirements.

(a) In General. Except as may be otherwise provided in these restrictions or on the Plat, no dwelling house or above grade structure shall be constructed or placed on any numbered lot in the Development (except fences, the placement of which is provided for hereinafter) except as follows:

- (i) Front Yards – The front building set-back line shall be equal to one-half (1/2) of the width of the adjoining road right-of-way. In the event that on a particular lot the width of said lot shall be less than sixty (60) feet at that point, then the building set-back line on that lot shall be established at the point where said lot has a minimum width of sixty (60) feet.
- (ii) Side-yards – The side yard set-back line shall be not less than fifteen (15) feet or as mandated by Routt County, whichever is greater, from the side line of the lot, except where said lot is a corner lot, and in such case the minimum side yard set-back line shall be equal to one-half (1/2) of the width of the adjoining road right-of-way.
- (iii) Rear yards – If the rear lot line of a particular lot adjoins a road, whether public or private, the minimum rear set-back line shall be equal to one-half (1/2) of the right-of-way of said road but not less than 25 feet or as mandated by Routt County, whichever is greater. When the rear lot line does not adjoin a road, the minimum setback will be 25 feet or as mandated by Routt County, whichever is greater.



(iv) Definitions:

“Side Line” is a lot boundary line that extends from the road on which the lot abuts to the rear line of side lot.

“Rear Line” is the lot boundary line that is farthest from, and substantially parallel to the road on which the lot abuts, except that on corner lots it may be determined from either abutting road.

- (v) Cul de Sacs – If the particular lot abuts on a cul de sac, the front building set-back line shall be on an arc the radius of which is equal to the radius of the cul de sac plus thirty-three (33) feet.
- (b) Clustered Lot Provisions. Set back requirements for clustered lots will be set by Routt County upon their review and approval of precise building plans.
- (c) Lots five acres or more. Lots of five acres or more which are rezoned as Mountain Residential Estates (MRE) will have a setback of 100 feet from the center of an adjacent roadway and 50 feet from side and rear lot lines not along roads, or as mandated by Routt County, whichever is greater.
- C. Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines except where, in the opinion of the Environmental Control Committee (as it is hereinafter described), a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area. In such cases, the Committee shall determine the size, location, height and composition of the fence or other enclosure.
- D. Exterior Construction Materials. The finished exterior of every building constructed or placed on any numbered lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material, and as approved by Environmental Control

Committee. Exceptions to the Environmental Control Committee Guidelines need approval by the Board of Directors of the Steamboat Lake Association.

- E. Diligence in Construction. Every building whose construction or placement on any numbered lot in the Development is begun shall be substantially enclosed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.
- F. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any such lot.
- G. Maintenance of Lots and Improvements. The owner of each lot in the Development shall at all times maintain said lot and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly; and, specifically, such owner shall:
- (a) Remove all debris or rubbish from said lot.
 - (b) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot.
 - (c) Cut down and remove dead trees from said lot.
 - (d) Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance so as to avoid their becoming unsightly.
 - (e) The Environmental Control Committee shall make the determination concerning the provisions of (a) through (d) above and attempt to resolve the issue with the lot owner, either verbally or in writing. If the issue is not resolved within 30 days of the Environmental Control Committee providing written notification to the owner, the

matter will be referred to the Board of Directors for action, including levying fines and seeking legal remedies.

4. Provisions Respecting Disposal of Sanitary Waste, Etc.

- A. No outside toilets shall be permitted, except on a temporary basis as required by Routt County during construction.
- B. All septic systems constructed on any lot with appropriate county and state approval for such systems shall be constructed in accordance with the rules, regulations or recommendations of the State of Colorado Department of Public Health, as they may from time to time be in effect, and with all applicable ordinances, rules or regulations of Routt County or other governmental authorities concerning disposition of sanitary wastes and similar material. All such septic systems and percolation tests prepared in connection therewith shall be designated and prepared by a qualified and registered engineer.
- C. Copies of all permits plans and designs and tests relating to the construction of a septic system shall be submitted to the Environmental Control Committee (as is hereinafter described) at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.
- D. Owners of lots in Unit Number One through Unit Number Four will be required to join the Steamboat Lake Water & Sanitation District (hereinafter referred to as the "District") where the District has provided central water and sewer services to land owners, except where a useable well and septic system has been installed in accordance with Routt County regulations.

5. General Prohibitions.

- A. In General. No noxious or offensive activities shall be carried on any lot or in any common area, such as greenbelts and roads, in the Development, nor shall anything be done on any

of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development.

- B. Signs. No signs or advertisements shall be displayed or placed on any lot or structure in the Development without the prior written approval of the Environmental Control Committee, except that property owner may for temporary use, display signs on any such lot the property owner may have for sale. The Developer may, for temporary use, display signs on lots having been sold during the period of development by the Developer.
- C. Animals. No animals shall be kept or maintained on any lot in the Development, except the usual domestic household pets; and in such case, such household pets shall be kept confined or attached to a leash so as not to become a nuisance. No animals may be raised for commercial purposes.
- D. Vehicle Parking. No vehicle shall be parked on any street in the Development so as to obstruct snow removal or road maintenance. No truck shall be stored on any lot in the Development, unless the same shall be screened in such a manner so that it is not visible to the occupants of adjoining lots in the Development, the users of any street in the Development, or to persons upon Steamboat Lakes Subdivision.
- E. Disposal of Garbage, Trash and Other Like Household Refuse. No owner of any lot in the Development shall burn or permit the burning out of doors of garbage, trash or other like household refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot, except as may be permitted in subparagraph F, below.
- F. Concealment of Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be either buried below the surface of the ground, or screened to the satisfaction of the Environmental Control Committee, by fencing or shrubbery. Every out door receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible

from any street or lake within the Development at any time, except at the times when refuse collections are being made.

- G. Restrictions on Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.
- H. Removal of Trees. No tree over three (3) inches in diameter may be removed from any lot in the Development unless said removal is necessary for construction of approved improvements.
- I. Limited Access. There shall be no access to any lot on the perimeter of the Development except from designated roads within the Development.
- J. Ditches and Swales Shall not be Obstructed. It shall be the duty of every owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably required to accomplish the purposes of this sub-section. And, all lot owners, where required by County regulations, shall install dry culverts between the road rights-of-way and their lots. No driveway pavement or blacktop shall extend beyond lot line into an existing common road right-of-way.

6. The Environmental Control Committee.

A. Powers of Committee:

- (a) Generally. No dwelling, building structure or improvement of any type or kind may be constructed or placed on any lot in the Development without the prior written approval of the Environmental Control Committee. Such approval shall be obtained only after written application has been made to said Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and

form prescribed from time to time by the Committee, and shall be accompanied by one

(1) complete set of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon said lot and the location of the improvement proposed to be constructed or placed upon said lot each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which said Committee may require. All plans, drawing, etc., required to be submitted to said Committee shall be drawn to a scale of 1" = 10', or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits, plans or reports required under Section 5 of the Restrictions. Any plans submitted shall be identical to plans submitted to Routt County for a building permit.

- (b) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement when:
- (i) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;
 - (ii) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent buildings or structures;
 - (iii) The proposed improvement, or any part thereof would in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the owners of other lots in the Development.
- (c) Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application thereof would result in

unnecessary hardship. Provided , however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these Restrictions; and, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the Development.

(d) Power to Charge Fees. The Committee may, if it deems the same to be reasonably necessary for the accomplishment of its duties and responsibilities, assess a fee not to exceed \$30.00 for considering the application of any person under this Section.

However, when a determination has been made that a fee should be charged, it shall be uniformly charged to all applicants.

- B. Duties of Committee. After all required information is submitted by the property owner to the Environmental Control Committee, the Committee shall approve or disapprove of proposed improvements within thirty (30) days. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such refusal.
- C. Composition of Committee. The Committee shall be composed of three (3) members who shall be appointed by the Board of Directors of the Steamboat Lake Association, and who shall be subject to removal by the Board at any time. Any vacancies from time to time existing shall be filled by appointment of the Board of Directors.
- D. Liability of Committee, Etc. Neither the Committee nor any agent thereof, nor the Developer, nor the Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto, or failure to obtain applicable permits.
- E. Duty of Inspection. To the extent that inspection of improvements constructed is not provided for by appropriate governmental agencies, it shall be the duty of the Committee to inspect work being performed with its permission to assure compliance with these

Restrictions and applicable regulations and to insure compliance with the plans approved by the Committee.

7. Easements.

The Developer creates and reserves unto itself, its successors and assigns, certain easements along, across, over, under and upon the real estate that constitutes the Development. The easements as reserved by the Developer are described as follows:

- A. Developer, for itself, its successors and assigns and licensees, reserves a ten (10) foot wide easement on each lot along all road rights-of-way, and a ten (10) foot easement along the side and rear lines of each and every lot in the Development and also a twenty (20) foot wide easement along the outside perimeter boundary lines of each lot situated on the perimeter of the Development for the purpose of installing, maintaining and operating utility lines and mains thereon, together with the right to trim, cut or remove any trees and/or brush, and the right to locate guy wires, braces and anchors wherever necessary upon said lots for said installation, maintenance and operations, together with the right to install and maintain and operate utility lines and mains and appurtenances thereto, and reserving unto itself, its successors, assigns, and licensees, the right to ingress and egress to such areas for any of the purposes heretofore mentioned. No permanent building shall be placed on such easements, but the same may be used for gardens, shrubs, landscaping and other purposes, provided that such use or uses do not interfere with the use of such easements for their intended purposes. In instances where an owner of two or more adjoining lots erects and constructs a dwelling or building which will cross over or through a common lot line, the same shall not be subject to the aforementioned ten (10) foot easement along or upon the contiguous or common lot line.
- B. Developer, for itself, its successors, assigns and licensees, reserves a thirty (30) foot wide easement along all road rights-of-way for the purpose of cutting and filling and drainage.

Developer further reserves unto itself, its successors and assigns and licensees, the right to cause or permit drainage of surface water over and/or through said lots, and further, it reserves an easement on, over and under all road rights-of-way for the purpose of installing, maintaining and operating utilities and/or drainage, and such additional easements for drainage as may be shown on the recorded plat.

- C. Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.
- D. No owner of any lot in the Steamboat Lakes Subdivision shall have any claim or cause of action against Developer, its successors, assigns or licensees, either in law or in equity, and arising out of the exercise of any easement reserved hereunder, excepting in cases of willful or wanton negligence.

8. Rules Governing Building on Several Contiguous Lots Having One Owner.

Whenever two or more contiguous lots in the Development shall be owned by the same person, and such person shall desire to use two (2) or more of said lots as a site for a single dwelling house, he shall apply in writing to Routt County for replat. If the replat is granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling house.

9. Ownership, Use and Enjoyment of Streets, Parks, and Recreational Facilities, No Dedication of Streets, etc.

Each lake, park, recreational facility or other amenity depicted on the recorded plats of the Development, is and shall remain private, and neither the Developer's execution or recording of the plats nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of any of the lakes, parks, recreational facilities or other amenities. A

license upon such terms and conditions as Developer, its successors, assigns or licensees shall from time to time grant, for the use and enjoyment of each of said lakes, parks, recreational facilities and other amenities, is granted to the persons who are from time to time members of the Steamboat Lake Association hereinafter described. Ownership of the lakes, parks, recreational facilities and other amenities shall remain in the Developer, subject to the conditional license described above.

Developer covenants, for itself, its successors, assigns, and licensees, that within five (5) years after their completion to convey fee simply title, free of financial encumbrances, to such lakes, parks, recreational facilities, dams and spillways and other amenities, together with all oil, gas and mineral rights of the Subdivision to the Steamboat Lake Association hereinafter described. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate and proper. Such conveyance shall be deemed to have been accepted by the Steamboat Lake Association and those persons who shall from time to time be members thereof, upon the recording of a deed or deeds conveying such lakes, parks, recreational facilities, dams and spillways and other amenities to the Association.

10. The Steamboat Lake Association.

A. In General.

- (a) There has been created, as of September 24, 1984, under the laws of the State of Colorado, a not-for-profit corporation to be known as the "Steamboat Lake Association" which is sometimes herein referred to as the "Association." Every person who acquires title (legal or equitable) to any residential lot in the Development shall be a member of the Association, except that only one (1) of any number of co-owners of a lot shall be a member. The foregoing provision requiring that owners of residential lots within the Development be members of the Association is not intended to apply to those persons who hold an interest in such real estate merely as security for the

performance of an obligation to pay money, e.g., mortgages. However, if such person should realize upon his security and become the real owner of a residential lot within the Development, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of residential lots within the Development and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

B. Purposes of the Steamboat Lake Association. The general purposes of the Association are:

- (a) To promote pleasure, social recreation and sports activities for its members, their families and guests and to develop and maintain a recreationally oriented environment in the Steamboat Lakes Subdivision;
- (b) To provide a means whereby those areas within the Development designated as parks, lakes, recreational areas or other amenities on the plats thereof, and such other recreational facilities within the Development as may be conveyed to the Association or established by it, may be operated, maintained, repaired and replaced; and
- (c) To provide a means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such parks, lakes, recreational facilities or other amenities and such other recreational facilities within the Development as may be conveyed to the Association.

C. Power of Association to Levy and Collect Charges and Impose Liens.

- (a) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, as well as the power to levy a uniform annual charge against the members of the Association. Such annual charge shall be assessed against each lot by Class.

Only one adult person having a legal or equitable ownership in each lot shall be a member of the Association. However, each household represented in such ownership,

regardless of the number of persons included therein shall be required to pay only one such annual charge for each lot owned.

No charge shall ever be levied against the developer, The Association itself, or any corporation that may be created to acquire title to and operate utilities serving the Development.

A "Household," as the term is used herein, shall mean a family group who regularly and customarily reside together in the same house or home, as primary residence.

The rights of members of the Association, as such members, shall be as set forth in the By-Laws of the Association.

- (b) Every such charge so made, shall be paid in arrears by the member of the Association on or before the first day of January following of each year, for the current year. The Board of Directors of the Association shall fix the amount of the annual charge per lot per Class by the first day of September of each year, and written notice of the charge so fixed shall be sent to each member prior to the January 30th of the following year.
- (c) If any charge levied or assessed against any lot subject to these restrictions shall not be paid when due, it shall then become a lien upon the lot or lots owned by the persons owing such charge or charges, and shall remain against said lot or lots until paid in full, together with interest as is hereinafter provided and other charges or costs which might become due as a result of non-payment, or as is hereinafter provided. If, in the opinion of the Board of Directors of the Association, such charges have remained due and payable they may, on behalf of the Association, institute such procedures, either in law or in equity, either by way of foreclosure of such lien or otherwise, to collect the amount of said charge in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obligated to pay any expenses or costs, including attorneys' fees,

incurred by the Association in collecting the same. Every person who shall become the owner of any lot subject to these Restrictions, whether such ownership be legal or equitable, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified and by acquisition of such interest, agrees that any such liens or charges which may be extant upon said lot or lots at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph 10C of the Restrictions.

- (d) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association or signed by such person as approved by the Board of Directors of the Association certifying that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

D. Purpose of the Assessments. The charge or assessments levied by the Association shall be used for general Association purposes and in particular, for the improvements and maintenance of the right-of-ways operated by the Association.

E. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights of any member:

- (a) For any period during which any Association charge (including fines, if any, assessed under paragraph 10 of the restrictions below) owed by the member remains unpaid; and

(b) During the period of any continuing violation of the restrictive covenants for the

Development, after the existence of the violation shall have been declared by the Board of Directors of the Association.

11. Remedies.

- A The members of the Association or any party to whose benefit these Restrictions inure, including the Developer, its successor and assigns, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, and shall have the right to obtain a prohibitive or mandatory injunction to enforce the observance of these Restrictions in addition to and cumulatively with any other remedy provided for herein, as well as the right to recover damages for the breach of these Restrictions. However, neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.
- B. No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence, or continuation of such violation or violations of these Restrictions.

12. Effect of Owner's Acceptance of Deed, Etc.

- A. The Owner of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. Further, that by acceptance of such deed as execution of such contract, such persons do acknowledge the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for

themselves, their heirs, personal representatives, successors and assigns, they do covenant and agree and consent to and with the Developer, the Association and to and with the grantees and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

- B. Each such person also agrees, by such acceptance of a deed or execution of a contract for the purchase of a lot, to assume against the Developer, its successors and assigns, all of the risks and hazards of ownership or occupancy attendant to such lot.

13. Titles, Etc.

The titles preceding the various paragraphs and sub-paragraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

14. Duration.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for twenty (20) years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by majority vote of those persons who are then the owners of the numbered lots in the Development. Except that Section 1, Green Belt Preservation shall be in perpetuity and may not be modified or changed.



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15. Severability.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

* * * * *

This First Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions, Unit Number Ones, Two, Three and Four, Steamboat Lakes Subdivision, was approved by majority vote of those persons who are owners of the numbered lots in the Development and is effective on and after November 17, 2001.

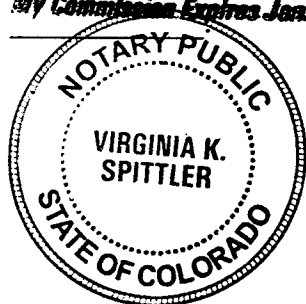
Eugene Weglinski
Eugene Weglinski, President
Board of Directors
Steamboat Lake Association, Inc.

Charlotte R. Wilson
Charlotte "Charlie" Wilson, Secretary
Board of Directors
Steamboat Lake Association, Inc.

STATE OF COLORADO)
)ss.
COUNTY OF Jefferson
ACKNOWLEDGED

AND SUBSCRIBED AND SWORN TO before me this 14 day of November, 2001,
by Eugene Weglinski, President, Board of Directors, Steamboat Lake Association, Inc.

My Commission expires: My Commission Expires Jan. 31, 2005



Virginia K. Spittler
Notary Public



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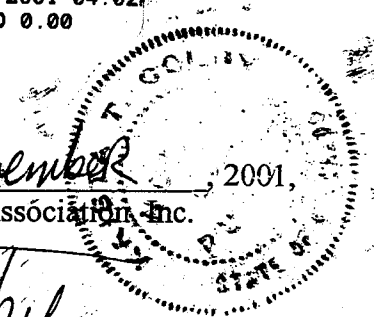
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Kay Weinland Routt County, CO DECL COV R 105.00

STATE OF COLORADO)

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COUNTY OF ROUTT)



ACKNOWLEDGED

AND SUBSCRIBED AND SWORN TO before me this 15th day of November, 2001,
by Charlotte "Charlie" Wilson, Secretary, Board of Directors, Steamboat Lake Association, Inc.

My Commission expires: 9/15/04

Krista Colby

Notary Public
320 Lincoln Ave, 2nd Floor
Steamboat Springs, CO 80487