

***AMENDED AND RESTATED DECLARATION  
OF PROTECTIVE COVENANTS OF  
THE RETREAT LANDOWNERS ASSOCIATION***

**AMENDED AND RESTATED DECLARATION  
OF PROTECTIVE COVENANTS OF  
THE RETREAT LANDOWNERS ASSOCIATION**

THIS AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth by The Retreat Landowners Association, a Colorado nonprofit corporation ("Association").

R E C I T A L S

A. On November 17, 1971, Escape Properties, Ltd., submitted certain real property, as identified on The Retreat Filing No. 1 plat, to the Protective Covenants of the Retreat, recorded in the real property records of Larimer County, Colorado at Reception No.13513, at Book 1483, Page No. 535 ("Original Covenants"), which Original Covenants were filed contemporaneously with The Retreat Filing No. 1 plat, which was subsequently amended to include Filings 2 through 5, all as recorded in the real property records of Larimer County and described in Exhibit A ("Property"); and

B. The Owners within the Association desire to amend and restate the Original Covenants by virtue of this Amended and Restated Declaration of Protective Covenants ("Covenants") and intend, upon the recording of these Covenants, that all prior recorded covenants, amendments and supplements thereto shall be superseded and replaced by these Covenants; and

C. The Original Declaration does not provide an amendment provision. However, C.R.S. 38-33.3-217(1)(a)(I) provides the following with respect to amendments:

...the declaration, including the plats and maps, may be amended only by the affirmative vote or agreement of unit owners of units to which more than fifty percent of the votes in the association are allocated or any larger percentage not to exceed sixty-seven percent, that the declaration specified.

D. The amendments within the Covenants have been prepared and determined by the Association and by the Owners that have approved the Covenants to be reasonable and not burdensome;

E. The purposes of the amendments in the Covenants are to bring the documents into compliance with current Colorado law, to remove developer language that is no longer applicable to the Association, include provisions that were previously placed in the Bylaws and Articles and are more appropriately placed in the Covenants, clearly set forth the property that is subject to the Covenants as indicated on the various plats filed with the Original Covenants, and clarify existing provisions so that they accurately reflect the Association's operation and governance; and

F. Pursuant to the requirements of C.R.S.38-33.3-217(1)(a)(I), Owners of Lots to which more than fifty percent of the votes in the Association are allocated have voted in favor of or agreed to this Amendment.

NOW THEREFORE, the Original Covenants are replaced and superseded by the covenants, servitudes, easements and restrictions set forth below:

## **ARTICLE I DEFINED TERMS**

Section 1.1 Defined Terms. Each capitalized term in the Covenants shall have the meaning specified or used in the Act, unless otherwise defined in the Defined Terms attached as Exhibit B, elsewhere in the Covenants, or the context requires otherwise:

## **ARTICLE II NAMES & DESCRIPTION OF PROPERTY/EASEMENTS**

Section 2.1 Name and Type. The type of Common Interest Community is a Planned Community. The name of the Association is the "The Retreat Landowners Association."

Section 2.2 Property. The Planned Community is located in Larimer County, State of Colorado. The Property of the Planned Community is described in *Exhibit A* of these Covenants, which Property is submitted to the provisions of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time (the "Act") and to the terms and conditions of these Covenants. The Association hereby declares that all of the Property described in *Exhibit A* shall be subject to the easements, restrictions, covenants, and conditions herein. The Association further declares that these Covenants shall run with the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors, and assigns and shall serve to the benefit of each Lot Owner thereof.

## **ARTICLE III THE ASSOCIATION**

Section 3.1 Membership. Every person who is an Owner of a fee interest in any Lot which is subject to these Covenants shall be a Member of the Association. Membership shall be attached to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for such membership.

Section 3.2 General Purposes and Powers of the Association. The Association, through its Board of Directors, shall perform functions and manage the Association as provided in these Covenants, and the Bylaws and Articles of Incorporation of the Association, so as to protect the value and desirability of The Retreat Landowners Association, any Common Area and the Lots. Any purchaser of a Lot shall be deemed to have assented to such designation and management. The Association shall have all power necessary to effectuate such purposes.

Section 3.3 Authority of the Association. The business affairs of the Association shall be managed by the Association. The Association shall be governed by the Act as applicable to common interest communities created prior to July 1, 1992, these Covenants, the Plat, the Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to effect such right or privilege or to satisfy such duty or obligation.

Section 3.4 Allocated Voting and Assessment Interests. Each Owner is allocated one Assessment and one vote per Lot; provided, however, that if an Owner owns more than one Lot, the Owner is only allocated one assessment and one vote per each Lot that has a Dwelling Unit on it. For purposes of this provision, the term "Dwelling Unit" is defined as a permanent residence.

Section 3.5 Education. The Association shall, on at least an annual basis as a Common Expense and in accordance with the Act, provide education opportunities for Owners and residents, including providing funding and permitting use of facilities for such purposes. The Association shall provide education as a tool for fostering Owner and resident awareness of governance, operations and concerns of the Association. Appropriate educational topics include conflict resolution, issues involving the Governing Documents, and topics concerning the operation or governance of the Association and the rights and responsibilities of Owners and the Association. The Association may also fund and support education for officers and directors.

#### ARTICLE IV COVENANT FOR ASSESSMENTS

Section 4.1 Creation of Association Lien and Personal Obligation to Pay Assessments. Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association Assessments as imposed by the Association pursuant to the terms of these Covenants.

The Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, if any, shall be the personal obligation of the Owner of such Lot at the time when the assessment or other charges became due. Assessments imposed by the Association shall be a charge on each Lot and shall be a continuing lien upon each Lot owned by the Owner.

The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability

for payment of the Assessments by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot against which the Assessments are made.

All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in these Covenants, shall be permitted for any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under these Covenants. Except as provided in these Covenants, all Assessments for Common Expenses shall be assessed against all Lots based on the allocated interests as set forth in Section 3.4 of these Covenants

Section 4.2 Annual Assessment. Assessments for Common Expenses shall be due and payable on the 1<sup>st</sup> day of the fiscal year. The budget for annual Assessments shall be as adopted by the Board. The amount of the annual Assessment shall not exceed Three Hundred and Fifty Dollars (\$350.00) without the affirmative vote of two-thirds of the votes cast: (i) at an annual or special meeting of the Members at which a quorum of Members is present, or (ii) by mail if at least a quorum of Members casts a mail ballot according to the procedures set forth in the Bylaws, as may be clarified in a policy. The omission or failure of the Board to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 4.3 Special Assessments. In addition to the annual Assessments authorized above, the Association may levy, in any fiscal year, a special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Area, to assist with the operating costs for the Glen Haven Area Volunteer Fire Department, or for any other purpose deemed necessary by the Board of Directors and in the best interest of the Association. Any such special Assessment shall require the affirmative vote of two-thirds of the votes cast: (i) at an annual or special meeting of the Members at which a quorum of Members is present, or (ii) by mail if at least a quorum of Members casts a mail ballot, according to the procedures set forth in the Bylaws, as may be clarified in a policy. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

Section 4.4 Transfer Assessments. In addition to the other Assessments authorized by this Article, each Member is obligated to pay a transfer Assessment of One Hundred Dollars (\$100.00) to the Association upon change of ownership of a Lot except under conditions of inheritance.

Section 4.5 Effect of Non-Payment of Assessments.

(a) Any annual Assessment which is not fully paid within sixty days of the 1<sup>st</sup> day of the fiscal year, and any other Assessment provided for in these Covenants which is not fully paid within 10 days of the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Directors.

(b) The Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefor.

Section 4.6 Lien Priority. The lien of the Association under this Section has priority over all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Covenants, (2) liens for real estate taxes and other governmental assessments or charges against the Lot, and (3) a first lien security interest on the Lot (other than the limited lien priority allowed to the Association under the Act). This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law.

Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof (including a deed in lieu of foreclosure), or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

## ARTICLE V COVENANTS AND RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 5.1 Dwelling Size. The ground floor area of the main structure, exclusive of open porches, garages, carports, and basements, shall be not less than 600 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story.

Section 5.2 Architectural Control. No building or other structure, including but not limited to dwellings, sheds, garages, out buildings, and fences, shall be erected, placed, or altered on any site until the plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Committee, and which plans shall show the type of exterior material, exterior design, existing structures, and location of the structure with respect to the topography and finished grade elevations.

Should the Architectural Control Committee fail to approve or disapprove the complete plans and specifications submitted to it by the Owner of a Lot within thirty (30) days after a written request was received, then such approval shall not be required and shall be deemed to have been given; provided, however, that no building or other structure shall be erected or allowed to remain on any Lot which violates any of these covenants or restrictions herein contained.

At the same time if said plans and specifications receive approval, the builder or Owner shall proceed diligently with the building, and the same shall be completed within the time frame set forth in Section 5.6. The Architectural Control Committee shall be appointed by the Board of Directors, which may also have the authority to remove the Committee members. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any of member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for the services performed pursuant to these Covenants.

**Section 5.3 Building Location.** No building shall be erected nearer than thirty (30) feet from edge of established road, or so that any part of said building is closer than twenty five (25) feet to any of the other boundary lines of said premises. In case of single ownership of more than one Lot, this restriction shall apply to the parcel as a whole consistent with Larimer County building codes. For the purpose of this covenant, eaves, steps, and open porches shall be considered as part of the building.

**Section 5.4 Exceptions to Setback Restrictions.** Terraces, walls, fences, low platforms or steps, swimming pools, and similar low, unroofed and unscreened construction may be erected, outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties and shall be in compliance with the prevailing zoning regulations. No structure, wall, fence, or hedge over five (5) feet in height shall be constructed or permitted upon any Lot within twenty five (25) feet of any boundary line there of which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Section 5.3 above.

**Section 5.5 Temporary Residences.** No structure of temporary character, trailer, basement, tent, or accessory building shall be used on any Lot as a residence, temporarily or permanently; provided however, said structures may be used during the construction phase of the permanent dwelling, and for short periods for vacation camping and vacation use, not to exceed sixty (60) days in any calendar year.

**Section 5.6 Time of Construction.** Once construction has been initiated on any structure, including walls, fences, residences, ancillary buildings, or any other structure, construction shall be completed as specified in the Larimer County building permit (if permit is required).

**Section 5.7 Easements.** Easements for installation and maintenance of utilities, drainage facilities, roadways, bridle paths, hiking trails, and such other proposed purposes incident to development of the property are reserved as shown on the recorded Plat. Such easements will be kept open and readily accessible for service and maintenance of utility and drainage facilities.

**Section 5.8 Nuisances.** Nothing shall be done or permitted on any Lot which may be become an annoyance or nuisance to the neighborhood. No noxious or offensive activities or commercial business or trade shall be carried on upon any Lot, except that home occupation of professional persons shall be permitted.

Section 5.9 Refuse and Rubbish. Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of such refuse shall be kept in a clean, sanitary condition. All garbage containers, oil tanks, and bottle gas tanks must be underground or placed in fenced-in areas so that they shall not be visible from nearby properties or from public streets. No trash or junk shall be permitted to remain exposed upon the premises and visible from public roads or nearby premises. Any container that is permanently located outside must be bear proof.

Section 5.10 Clearing of Trees. Written approval shall be obtained from the Architectural Control Committee to cut down any trees on any Lot except: (i) those trees that are diseased or located in a 30 foot defensible space, or (ii) which are located on that portion of a parcel of land which will be occupied by a dwelling which is approved by the Architectural Control Committee.

Section 5.11 Resubdivision. No further subdivision of any Lot as shown on the plat shall be permitted except on the prior approval of the Board of Directors.

Section 5.12 Water. All water, wells, and sewage disposal systems placed upon any lot shall comply with the requirements of the State of Colorado Health Department and the Health Department of Larimer County, Colorado. Any residence constructed on any Lot shall, if so permitted, be connected with any public or community water or sewage disposal system which may hereafter be formed or created to serve the subdivision so long as said public system is in existence and makes service available to the Lot.

Section 5.13 Private Automobiles. No inoperative or unregistered private automobiles shall remain on any Lot for more than thirty (30) days unless stored or parked in a carport, garage or an enclosed building.

Section 5.14 Roads. All roads within the subdivision shall be considered as private roads for the private use of owners of the Lots comprising the subdivision and for the use of the U. S. Government, its subdivisions, departments, and agencies, and such roads are not public dedicated roads except where otherwise indicated as public roads on the Plat. The maintenance of all roads not maintained by Larimer County, including the Streamside Drive from Country Road 43 to the Retreat entrance, shall be the responsibility of the Association.

Section 5.15 Driveways and Access Roads. No driveway or access road shall be constructed unless an approved culvert of a minimum size of twelve (12) inches shall first be installed by the Owners of the Lot, at their expense, unless said driveway or access road is below the level of the road surface.

Section 5.16 Animals and Livestock. No animals, livestock, or poultry shall be kept on any Lot, except that dogs, cats, and other household pets, and not more than two (2) horses, alpacas, llama, mules or donkeys per acre, if confined thereon by fence or other restraint, may be kept thereon provided that they are not kept, bred, or maintained for commercial purposes.



Section 5.17 Use of Common Area. There shall be no obstruction of any Common Area, nor shall anything be kept or stored on any part of any Common Area without the prior written approval of the Board of Directors. Nothing shall be altered on, constructed in, or removed from any Common Area without the prior written approval of the Board of Directors.

## ARTICLE VI GENERAL PROVISIONS

### Section 6.1 Compliance and Enforcement.

(a) Every Owner and occupant of a Lot shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in these Covenants.

(b) The Association may enforce all applicable provisions of these Covenants and the Governing Documents in general, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot;

(ii) suspending the right to vote and the right to use Common Area;

(iii) exercising self-help (including, but not limited to, performing such maintenance responsibilities which are the Owner's responsibility under these Covenants and assessing all costs incurred by the Association against the Lot and the Owner as an Assessment) or taking action to abate any violation of the Governing Documents;

(iv) without liability to any person, the Association precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of these Covenants from continuing or performing any further activities in the Property;

(v) levying specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents; and

(vi) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation against the Owner and the Lot.

(d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action. A decision of the Association to pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

Section 6.2 Attorney Fees. If an Owner fails to pay any Assessment as provided in these Covenants, the Association may require reimbursement for reasonable attorney fees and costs without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Property, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner shall be charged as an Assessment and shall constitute a lien against the Lot.

Section 6.3 Term of Declaration. The covenants and restrictions of these Covenants shall run with and bind the land in perpetuity unless amended pursuant to Section 6.4 or the Act. All challenges to the validity of this amendment or any future amendments must be made within one year after the date of recording of this document.

Section 6.4 Amendment of Declaration by Owners. Any provision, covenant, condition, restriction or equitable servitude contained in these Covenants may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time upon written approval of at least sixty-seven percent (67%) of the total Membership. Approval may be obtained at a regular or special meeting of the Members, by mail according to the procedures set forth in the Bylaws as may be clarified in a policy, or as otherwise permitted under Colorado law. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Larimer County of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

The undersigned, being the president and the Secretary of The Retreat Landowners Association, hereby certify that, pursuant to C.R.S. 38-33.3-217(1)(a)(I), Owners to which more than fifty percent (50%) of the votes in the Association are allocated have affirmatively voted in favor of



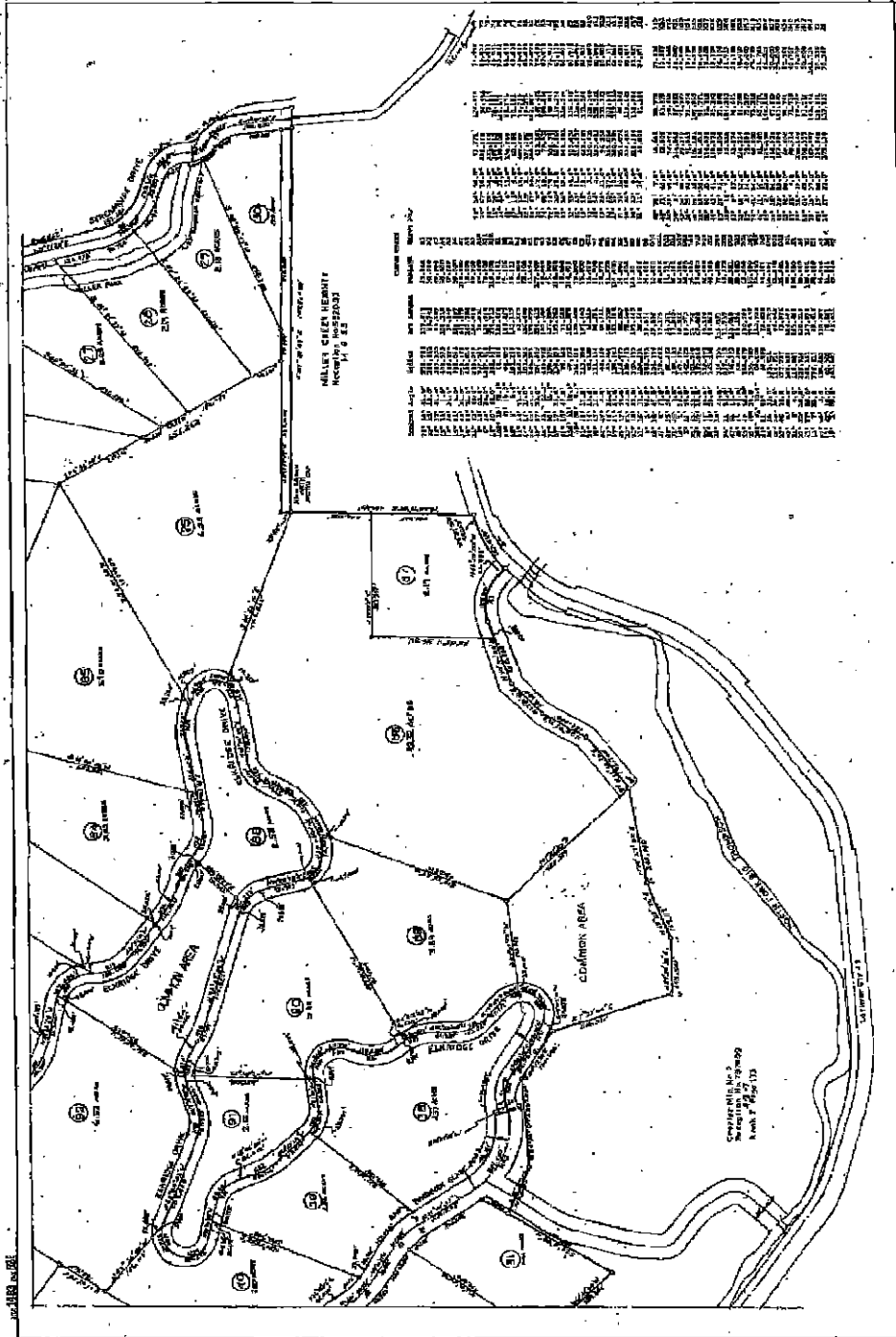
**EXHIBIT A  
PROPERTY**

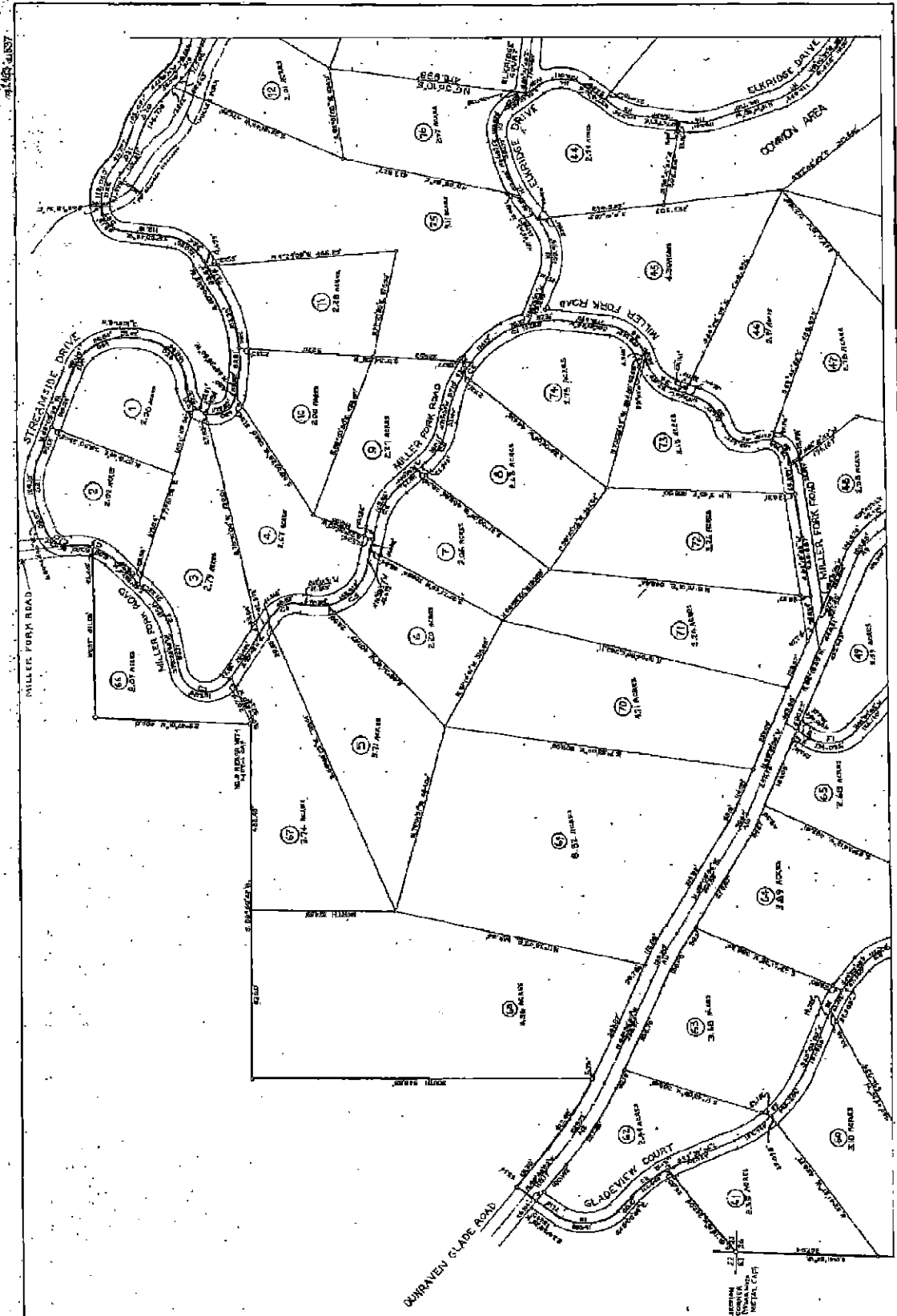
See legal descriptions which are identified on the below-referenced plats, all of which are recorded in the Office of the Clerk and Recorder, Larimer County, Colorado, and all of which are attached:

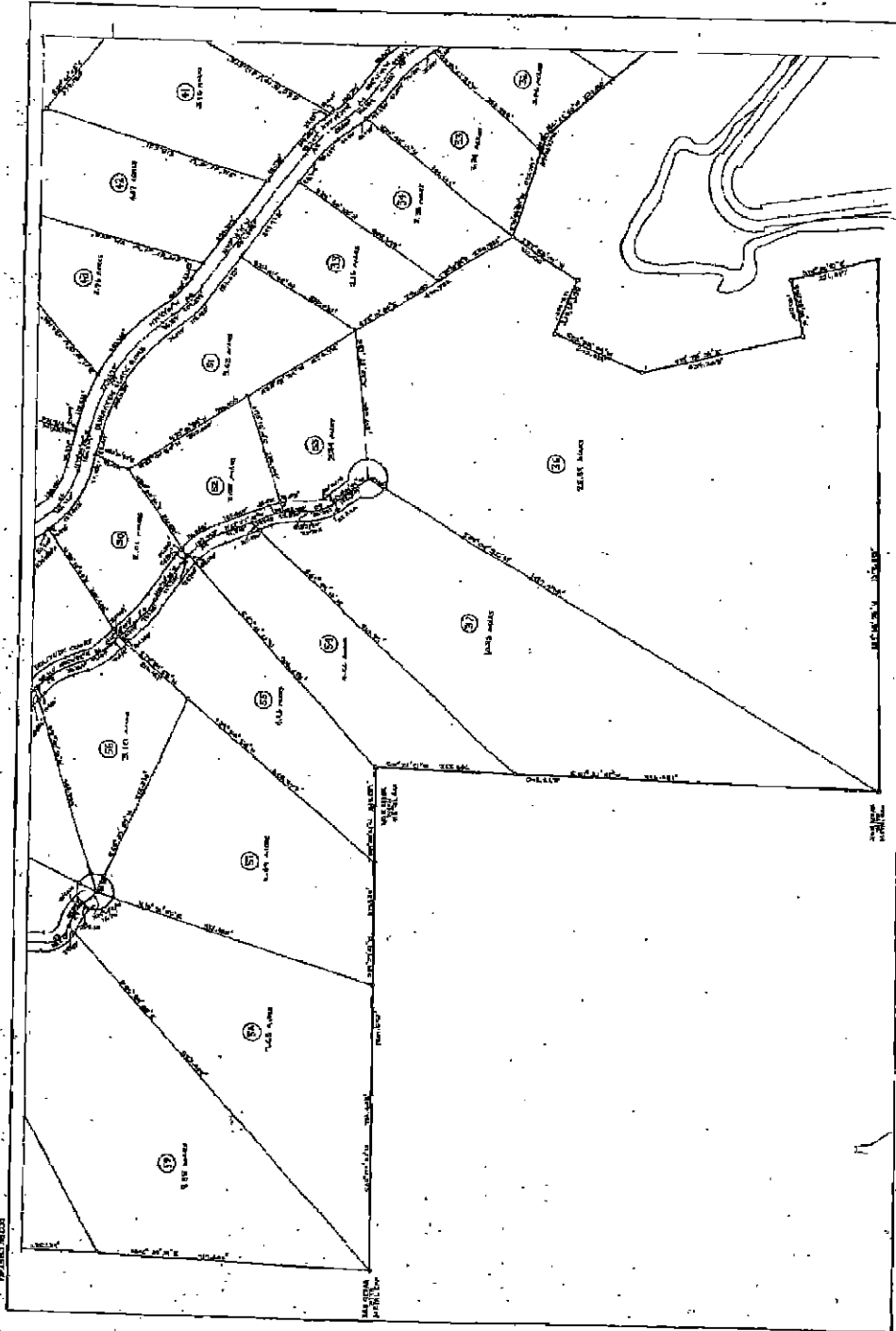
- The Retreat Filing No. 1, recorded on November 17, 1971, in Book 1483, at Pages 535 – 538, at Reception No. 13513;
- The Retreat Filing No. 2, recorded on July 20, 1972, in Book 1512, at Page 943 – 945 at Reception No. 32089;
- The Retreat Filing No. 3, recorded on July, 2, 1973, in Book 1561, at Pages 197 – 199 at Reception No. 62824;
- The Retreat Filing No. 4, recorded on July 13, 1973, in Book 1562, at Pages 871 – 873 at Reception No. 63877;
- The Retreat Filing No. 5, recorded on July 26, 1973, in Book 1564, at Pages 718 – 720, at Reception No. 65036;
- The Retreat Filing No. 1 Amendment No. 1, recorded on August 6, 1986, at Reception No. 86042756;
- The Retreat Filing No. 2 Amendment No. 1, recorded on August 6, 1986, at Reception No. 86042758;
- The Retreat Filing No. 3 Amendment No. 1, recorded on August 6, 1986, at Reception No. 86042760;
- The Retreat Filing No. 4 Amendment No. 1, recorded on August 6, 1986, at Reception No. 86042762; and
- The Retreat Filing No. 5 Amendment No. 1, recorded on August 6, 1986, at Reception No. 86042764.

And any amendments and replats subsequently filed thereto and recorded in the Office of the Clerk and Recorder, Larimer County, Colorado.











Deputy  
Recorder  
*Angela Myers*

is duly recorded in book 1483  
of page 35 of 1913 # 10

record in my office at 1000 o'clock

I hereby certify that this instrument is for  
County of Larimer, State of Colorado  
*James P. Thompson*  
CLERK AND RECORDER

TO  
Grantor

*The Best*  
*Warranty No. 1*

No. 13513

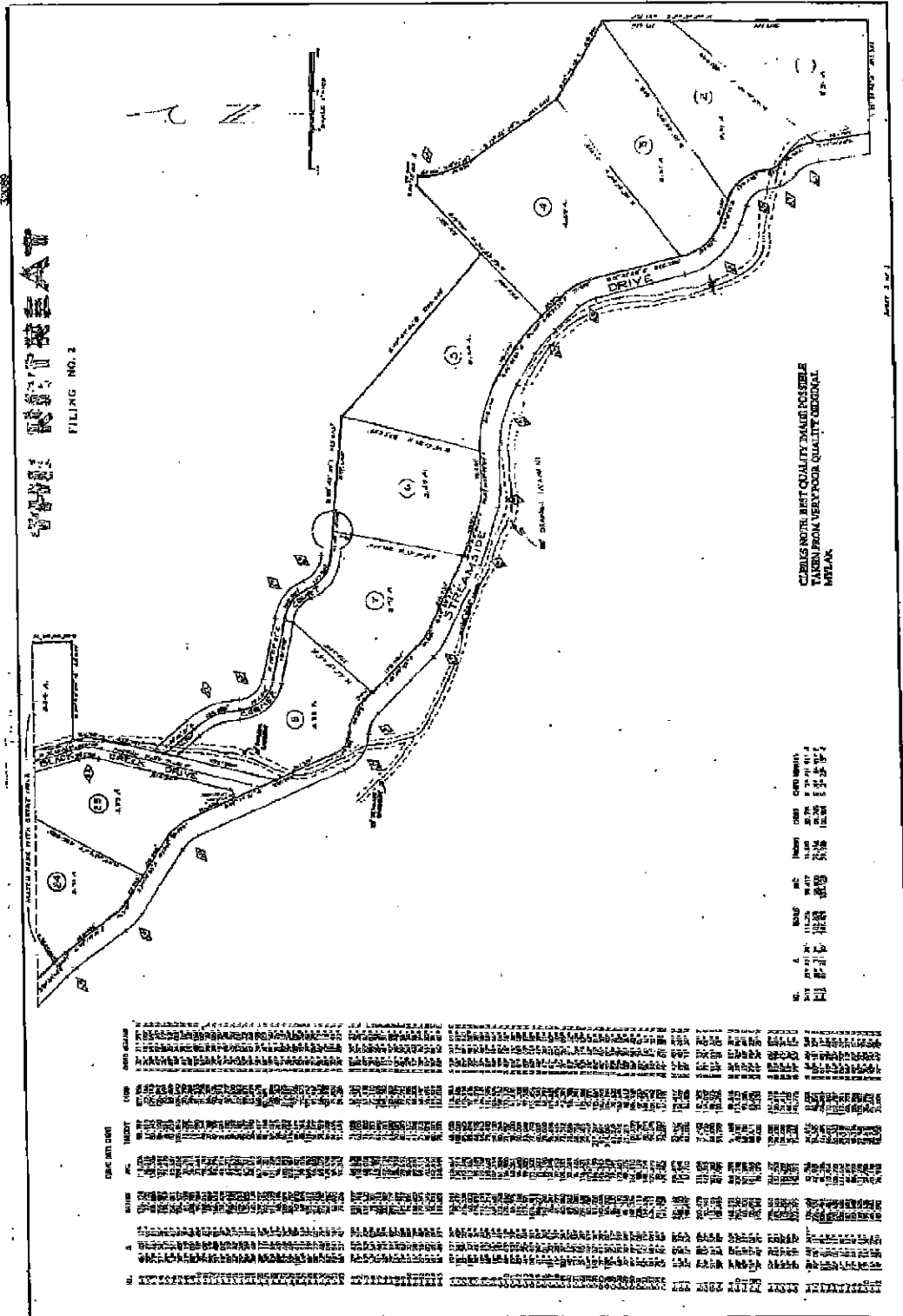
STATE OF COLORADO  
LARIMER COUNTY  
CERTIFIED AND FILED  
171 NOV 17 AM 10:43





R-20 3/3

R-20  
Pg 3/3



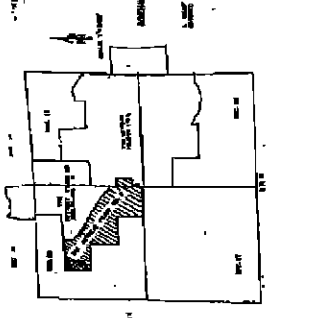
R-22 1/3

**THE RETREAT FILING NO. 3**

NOTICE: THE FOLLOWING IS A SUMMARY OF THE PROVISIONS OF THE RETREAT ACT, AS AMENDED BY HOUSE BILL 1000, WHICH IS EFFECTIVE AS OF JANUARY 1, 2000. THE ACT IS INTENDED TO PROVIDE A FRAMEWORK FOR THE DEVELOPMENT OF RETREATS AND TO PROTECT THE INTERESTS OF THE PUBLIC. THE ACT APPLIES TO ANY RETREAT DEVELOPED ON LAND OWNED BY A PERSON OR ENTITY OTHER THAN THE STATE OF COLORADO. THE ACT DOES NOT APPLY TO RETREATS DEVELOPED ON LAND OWNED BY THE STATE OF COLORADO OR TO RETREATS DEVELOPED ON LAND OWNED BY A MUNICIPALITY OR COUNTY. THE ACT DOES NOT APPLY TO RETREATS DEVELOPED ON LAND OWNED BY A FEDERAL AGENCY OR TO RETREATS DEVELOPED ON LAND OWNED BY AN INDIAN TRIBE. THE ACT DOES NOT APPLY TO RETREATS DEVELOPED ON LAND OWNED BY A NON-PROFIT ORGANIZATION OR TO RETREATS DEVELOPED ON LAND OWNED BY A RELIGIOUS ORGANIZATION. THE ACT DOES NOT APPLY TO RETREATS DEVELOPED ON LAND OWNED BY A UNIVERSITY OR TO RETREATS DEVELOPED ON LAND OWNED BY A HIGHER EDUCATION INSTITUTION. THE ACT DOES NOT APPLY TO RETREATS DEVELOPED ON LAND OWNED BY A FEDERAL AGENCY OR TO RETREATS DEVELOPED ON LAND OWNED BY AN INDIAN TRIBE. THE ACT DOES NOT APPLY TO RETREATS DEVELOPED ON LAND OWNED BY A NON-PROFIT ORGANIZATION OR TO RETREATS DEVELOPED ON LAND OWNED BY A RELIGIOUS ORGANIZATION. THE ACT DOES NOT APPLY TO RETREATS DEVELOPED ON LAND OWNED BY A UNIVERSITY OR TO RETREATS DEVELOPED ON LAND OWNED BY A HIGHER EDUCATION INSTITUTION.

SECTION 1. THE PURPOSE OF THIS ACT IS TO PROVIDE A FRAMEWORK FOR THE DEVELOPMENT OF RETREATS AND TO PROTECT THE INTERESTS OF THE PUBLIC. THE ACT APPLIES TO ANY RETREAT DEVELOPED ON LAND OWNED BY A PERSON OR ENTITY OTHER THAN THE STATE OF COLORADO. THE ACT DOES NOT APPLY TO RETREATS DEVELOPED ON LAND OWNED BY THE STATE OF COLORADO OR TO RETREATS DEVELOPED ON LAND OWNED BY A MUNICIPALITY OR COUNTY. THE ACT DOES NOT APPLY TO RETREATS DEVELOPED ON LAND OWNED BY A FEDERAL AGENCY OR TO RETREATS DEVELOPED ON LAND OWNED BY AN INDIAN TRIBE. THE ACT DOES NOT APPLY TO RETREATS DEVELOPED ON LAND OWNED BY A NON-PROFIT ORGANIZATION OR TO RETREATS DEVELOPED ON LAND OWNED BY A RELIGIOUS ORGANIZATION. THE ACT DOES NOT APPLY TO RETREATS DEVELOPED ON LAND OWNED BY A UNIVERSITY OR TO RETREATS DEVELOPED ON LAND OWNED BY A HIGHER EDUCATION INSTITUTION.

SECTION 2. THE PURPOSE OF THIS ACT IS TO PROVIDE A FRAMEWORK FOR THE DEVELOPMENT OF RETREATS AND TO PROTECT THE INTERESTS OF THE PUBLIC. THE ACT APPLIES TO ANY RETREAT DEVELOPED ON LAND OWNED BY A PERSON OR ENTITY OTHER THAN THE STATE OF COLORADO. THE ACT DOES NOT APPLY TO RETREATS DEVELOPED ON LAND OWNED BY THE STATE OF COLORADO OR TO RETREATS DEVELOPED ON LAND OWNED BY A MUNICIPALITY OR COUNTY. THE ACT DOES NOT APPLY TO RETREATS DEVELOPED ON LAND OWNED BY A FEDERAL AGENCY OR TO RETREATS DEVELOPED ON LAND OWNED BY AN INDIAN TRIBE. THE ACT DOES NOT APPLY TO RETREATS DEVELOPED ON LAND OWNED BY A NON-PROFIT ORGANIZATION OR TO RETREATS DEVELOPED ON LAND OWNED BY A RELIGIOUS ORGANIZATION. THE ACT DOES NOT APPLY TO RETREATS DEVELOPED ON LAND OWNED BY A UNIVERSITY OR TO RETREATS DEVELOPED ON LAND OWNED BY A HIGHER EDUCATION INSTITUTION.



CLERK'S NOTE: BEST QUALITY IMAGE POSSIBLE TAKEN FROM VERY POOR QUALITY ORIGINAL MYLAR.

SHEET 1 of 3

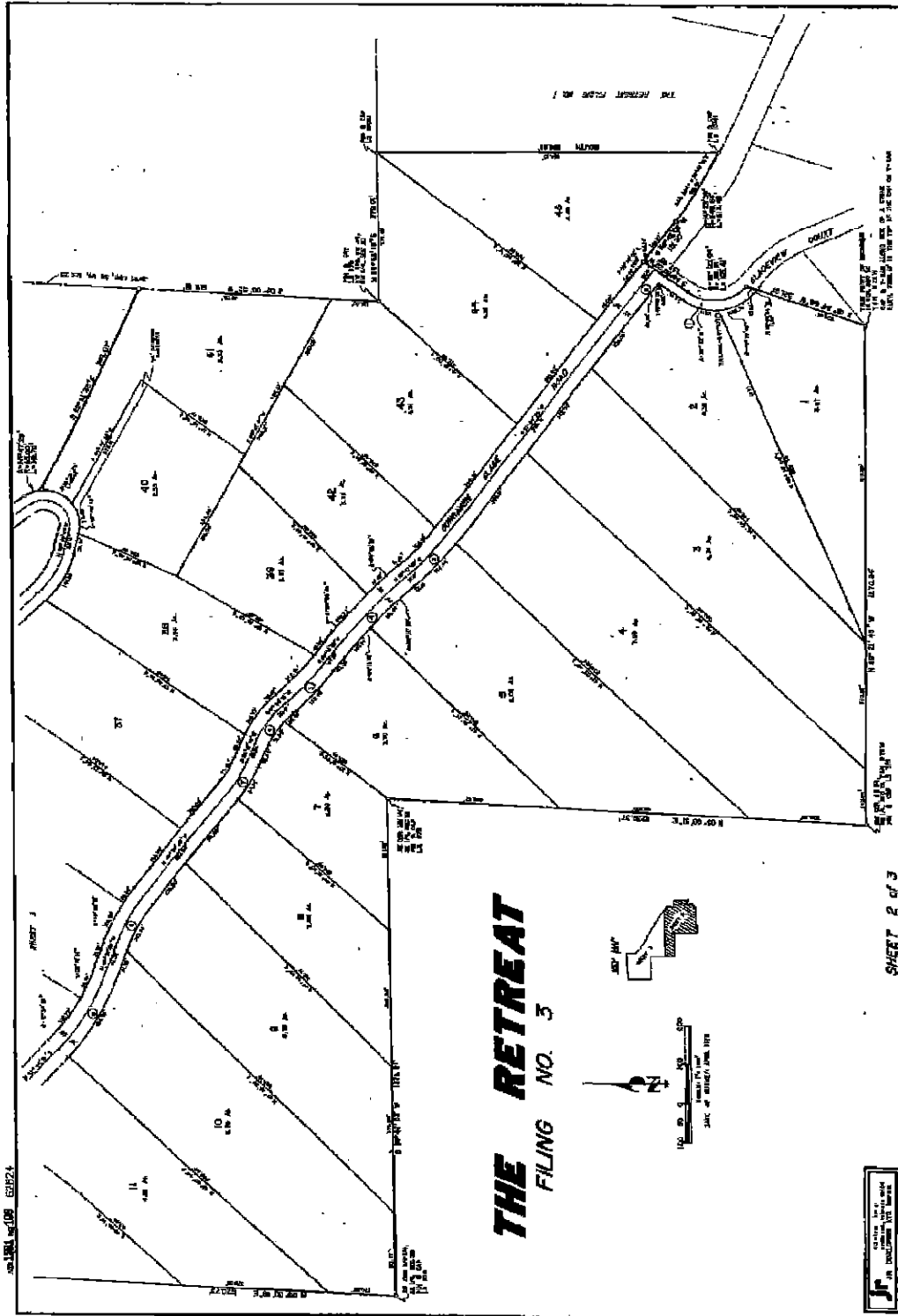
APPROVED BY THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF LARIMER, COLORADO, ON THIS 13TH DAY OF MAY, 2013.

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF LARIMER, COLORADO, ON THIS 13TH DAY OF MAY, 2013.

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF LARIMER, COLORADO, ON THIS 13TH DAY OF MAY, 2013.

21

R-22 2/3

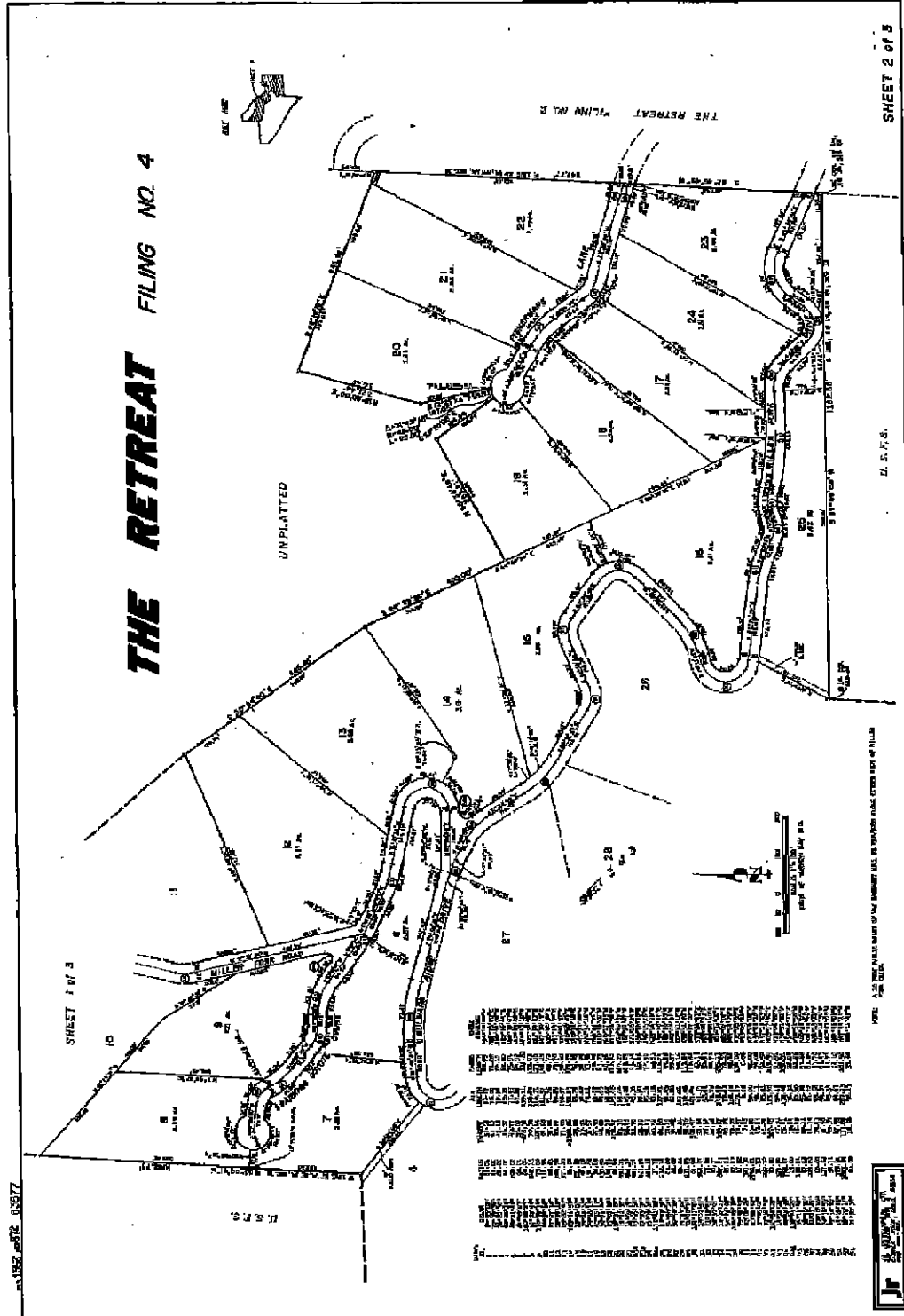




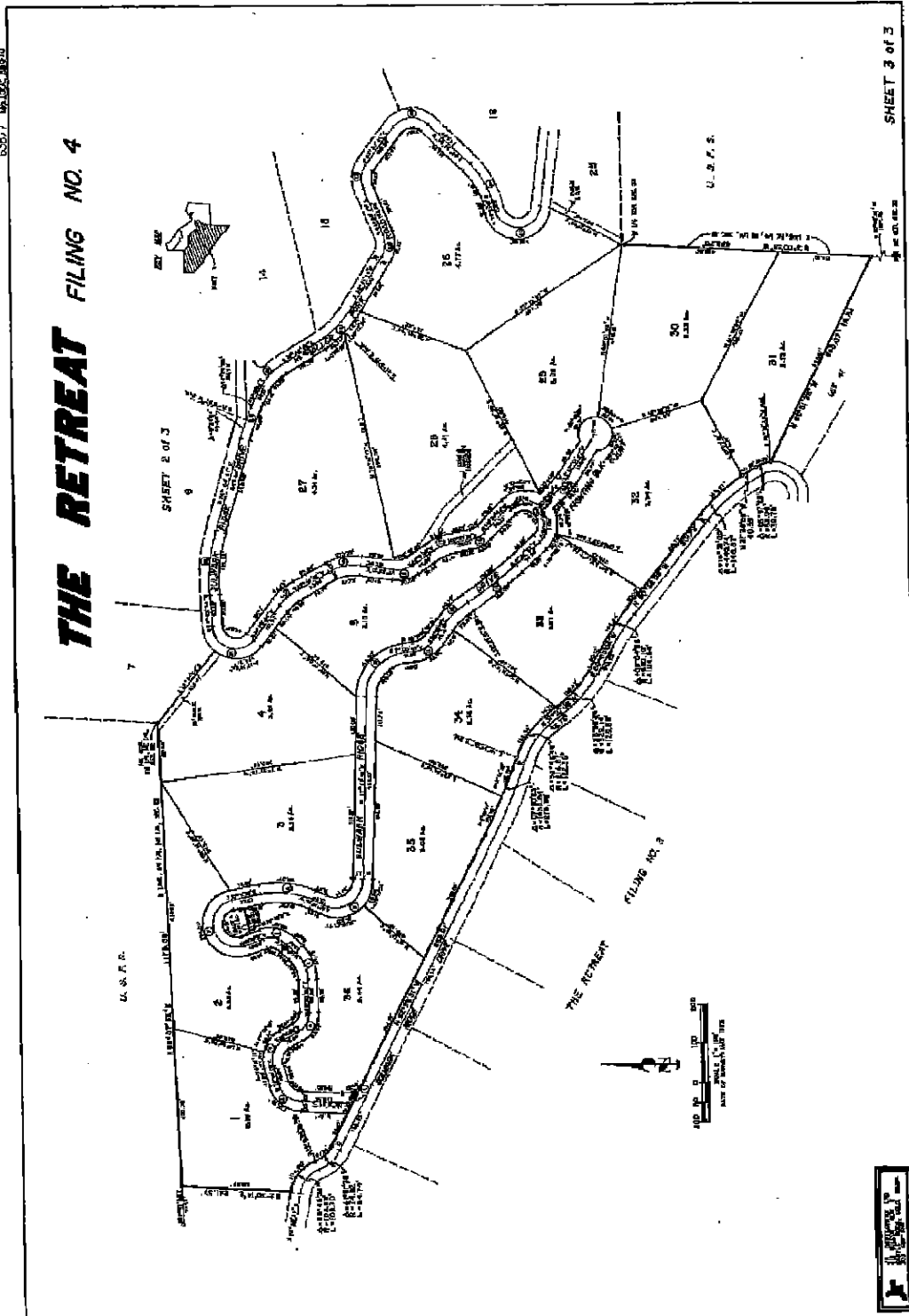




R-23 2/3



R-23 3/3



R-24 1/3

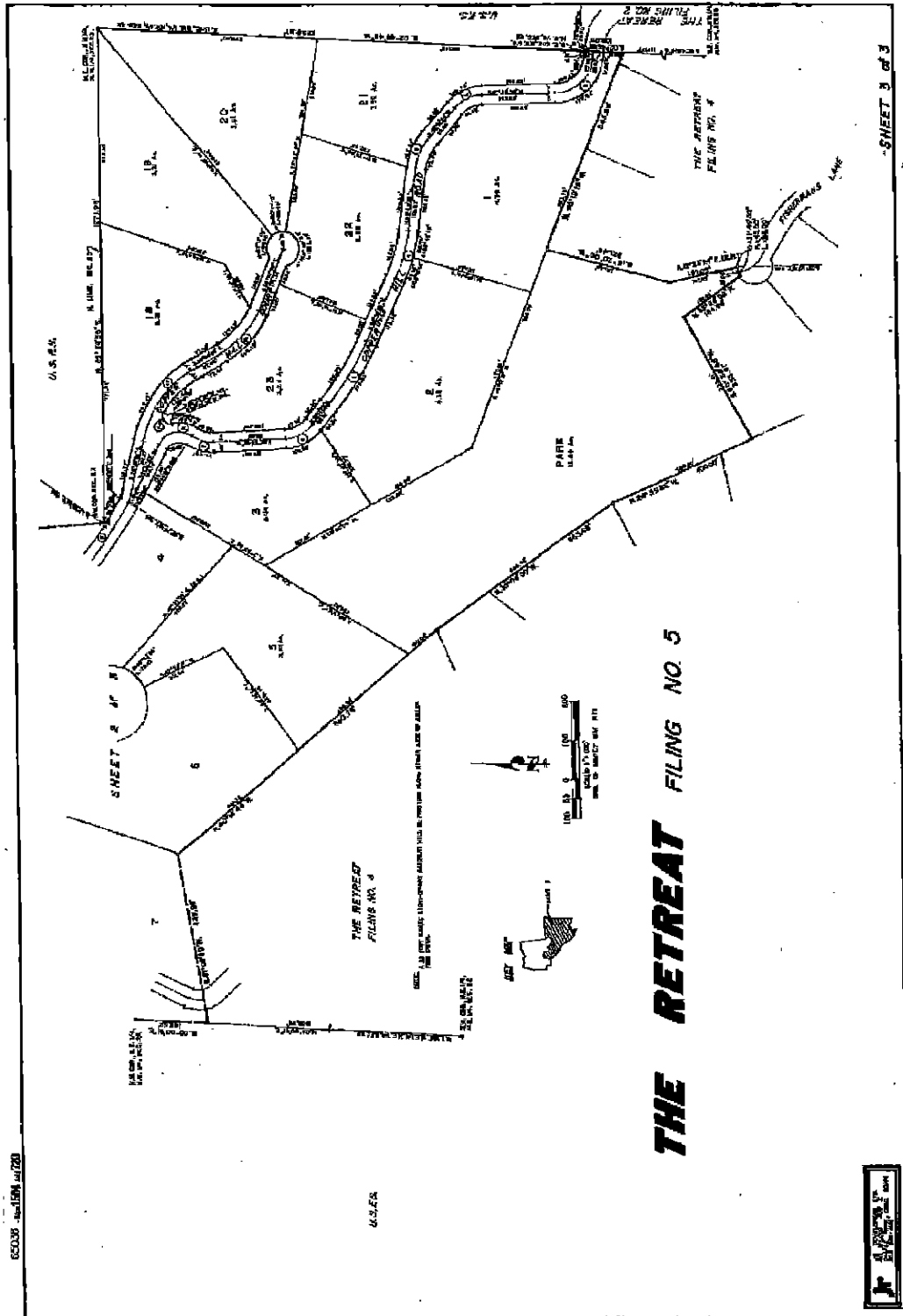
**THE RETREAT** FILING NO. 5

85039 10/18/11 7/18

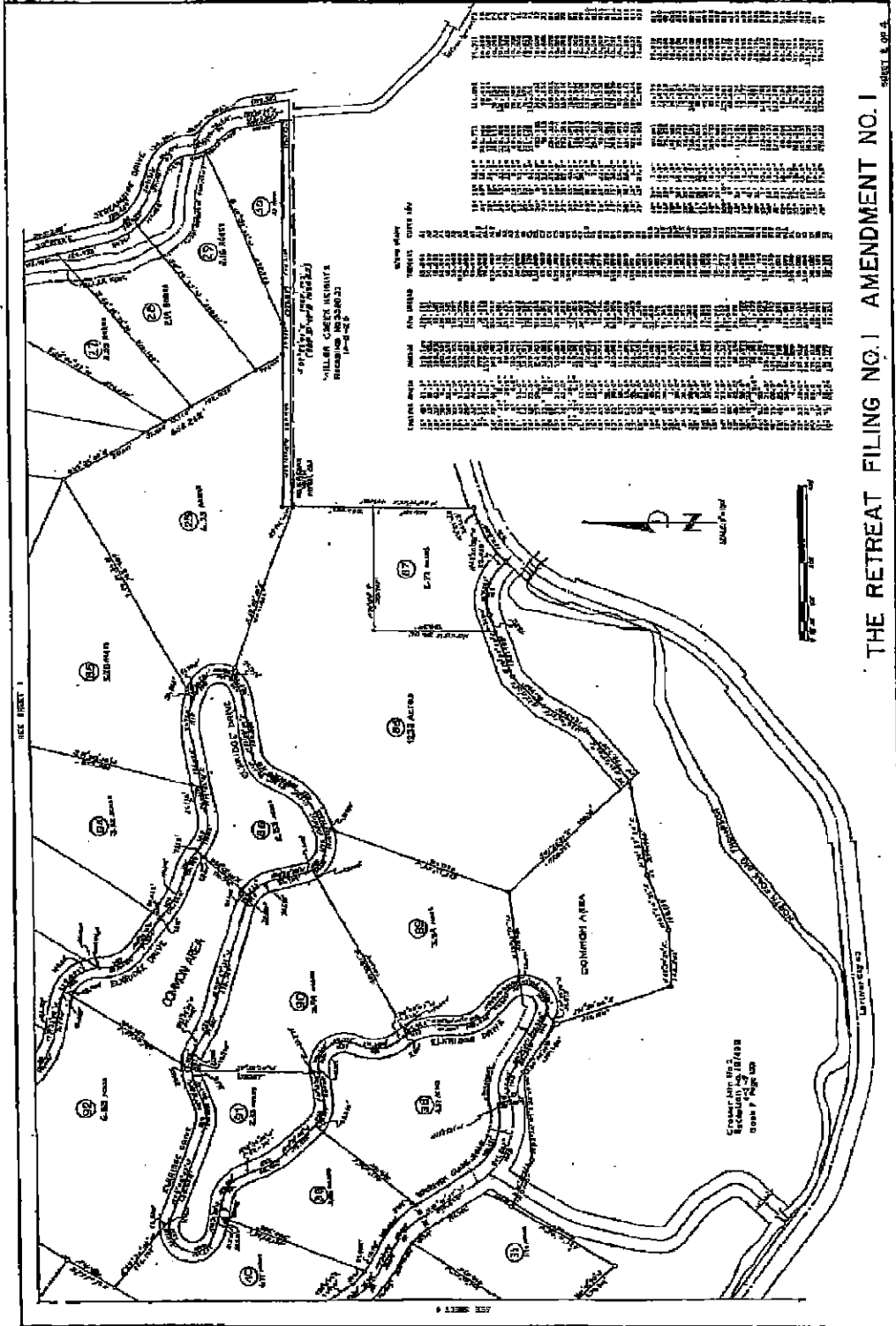
**SECTION** TO THE DEEDS AND EVIDENCE, THE STATE OF COLORADO, COUNTY OF LARIMER, DISTRICT OF 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203



R-24 3/3



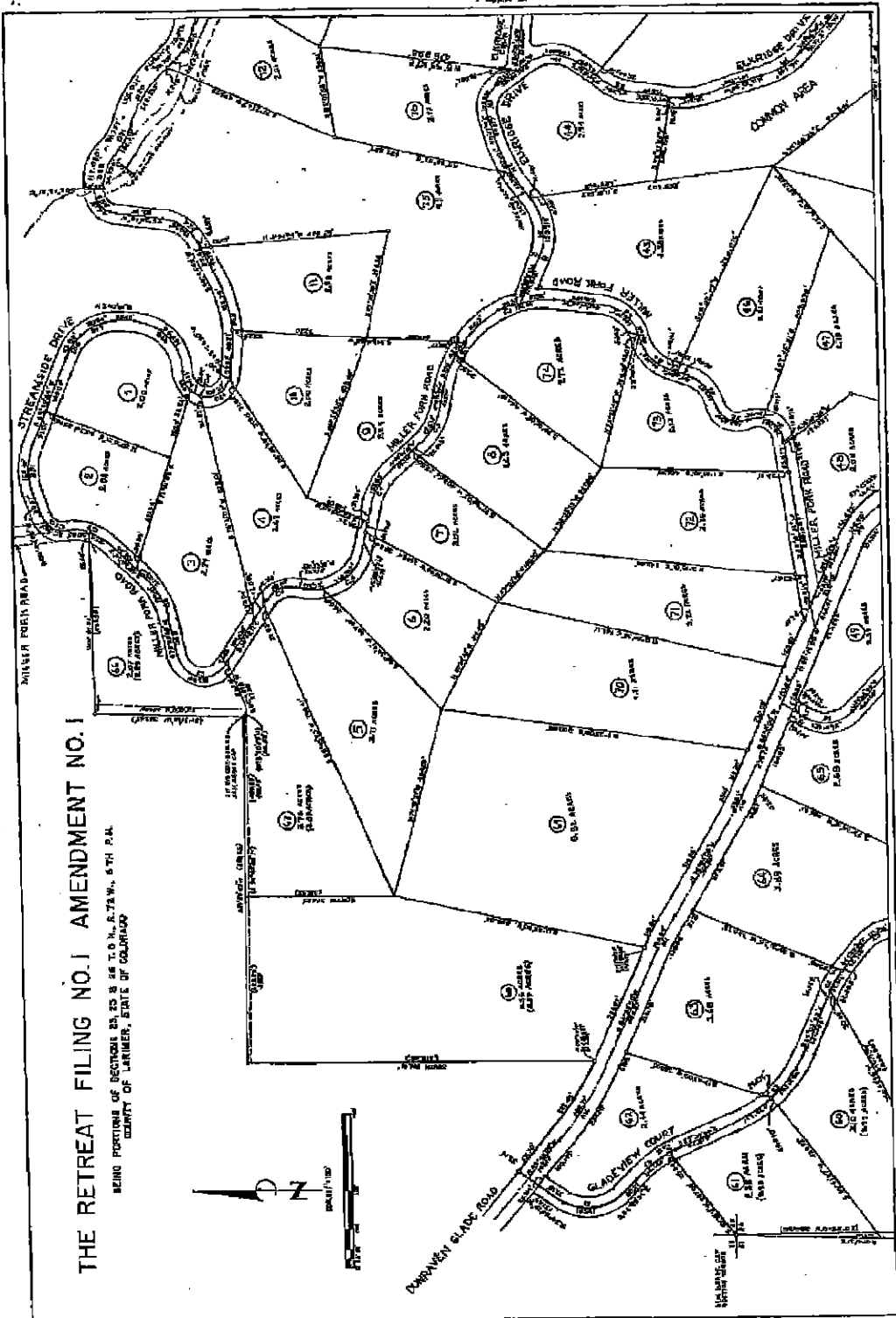




CLIENTS NOTE: BEST QUALITY AVAILABLE TAKEN FROM WATER POOR QUALITY ORIGINAL MAP.

31

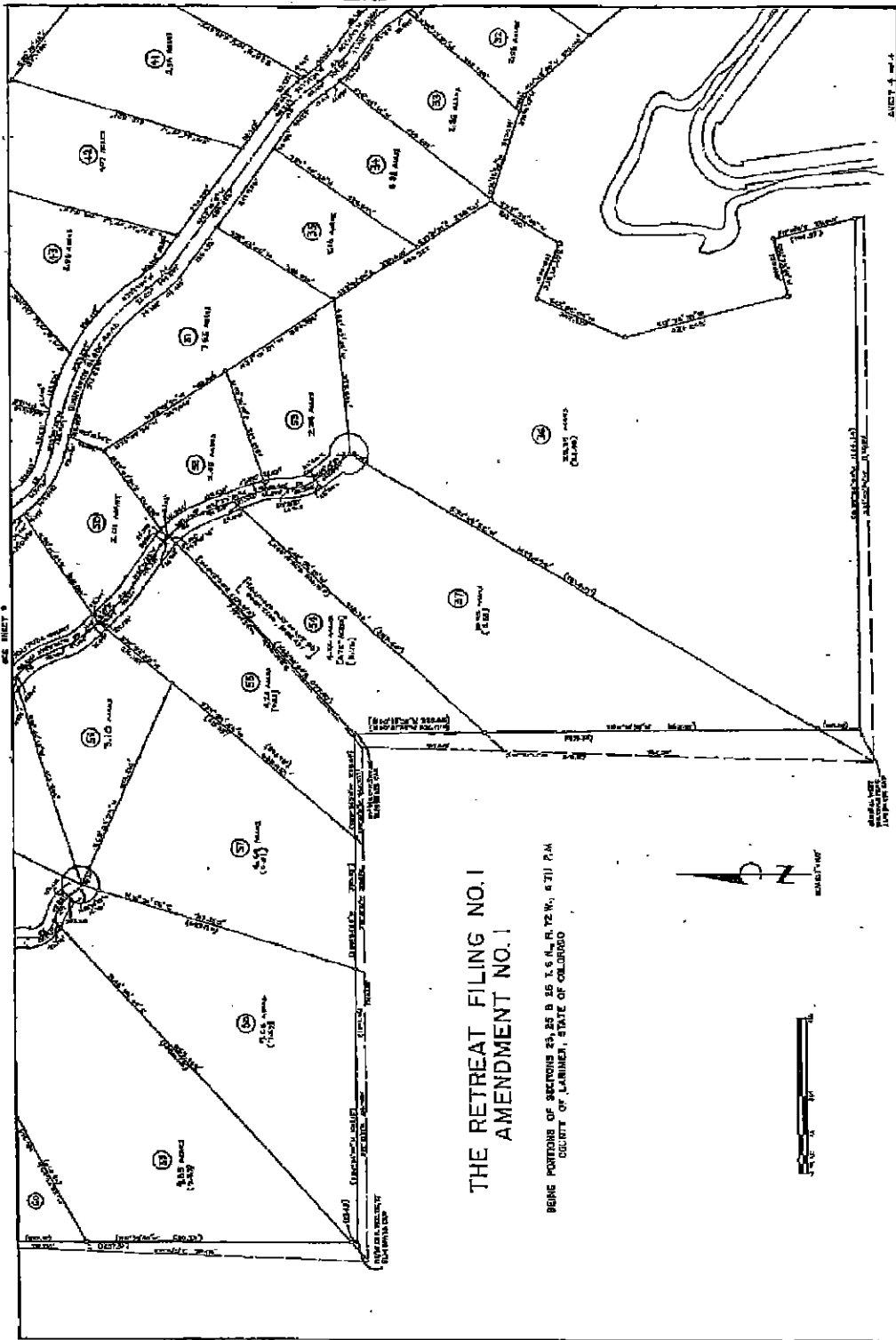
SKLD NA SKL10966 LR 42756-1986.002



32

SKLD NA SKL0966 LR 42756-1986.003





THE RETREAT FILING NO. 1  
AMENDMENT NO. 1

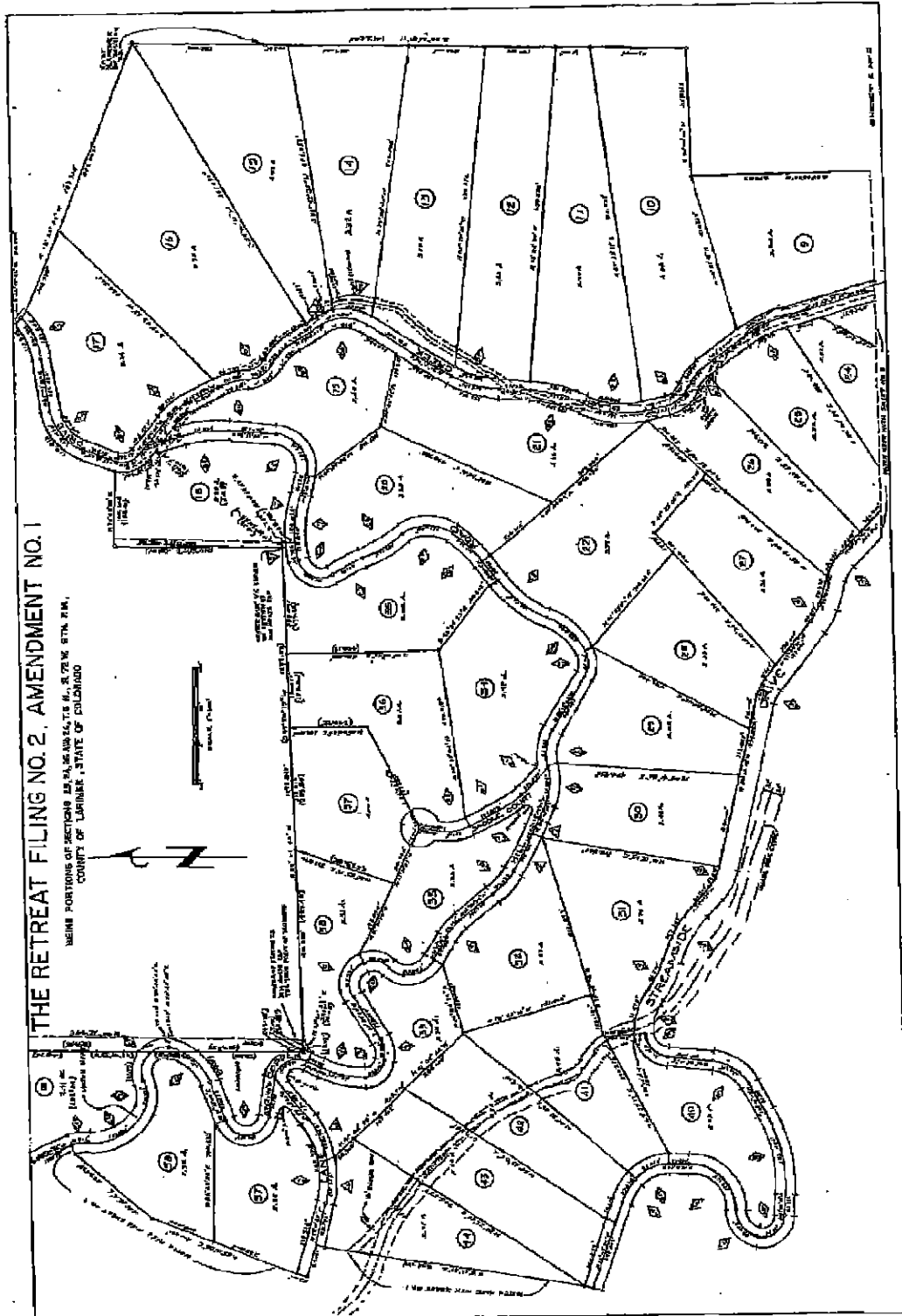
BEING PORTIONS OF SECTIONS 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



33

SKLD NA SKL10956 LR 42756-1986.004





35

SKLD NA SKL10956 LR 42758-1986.002

CALLU WA WAAAAJUN MAY 2013 09:00



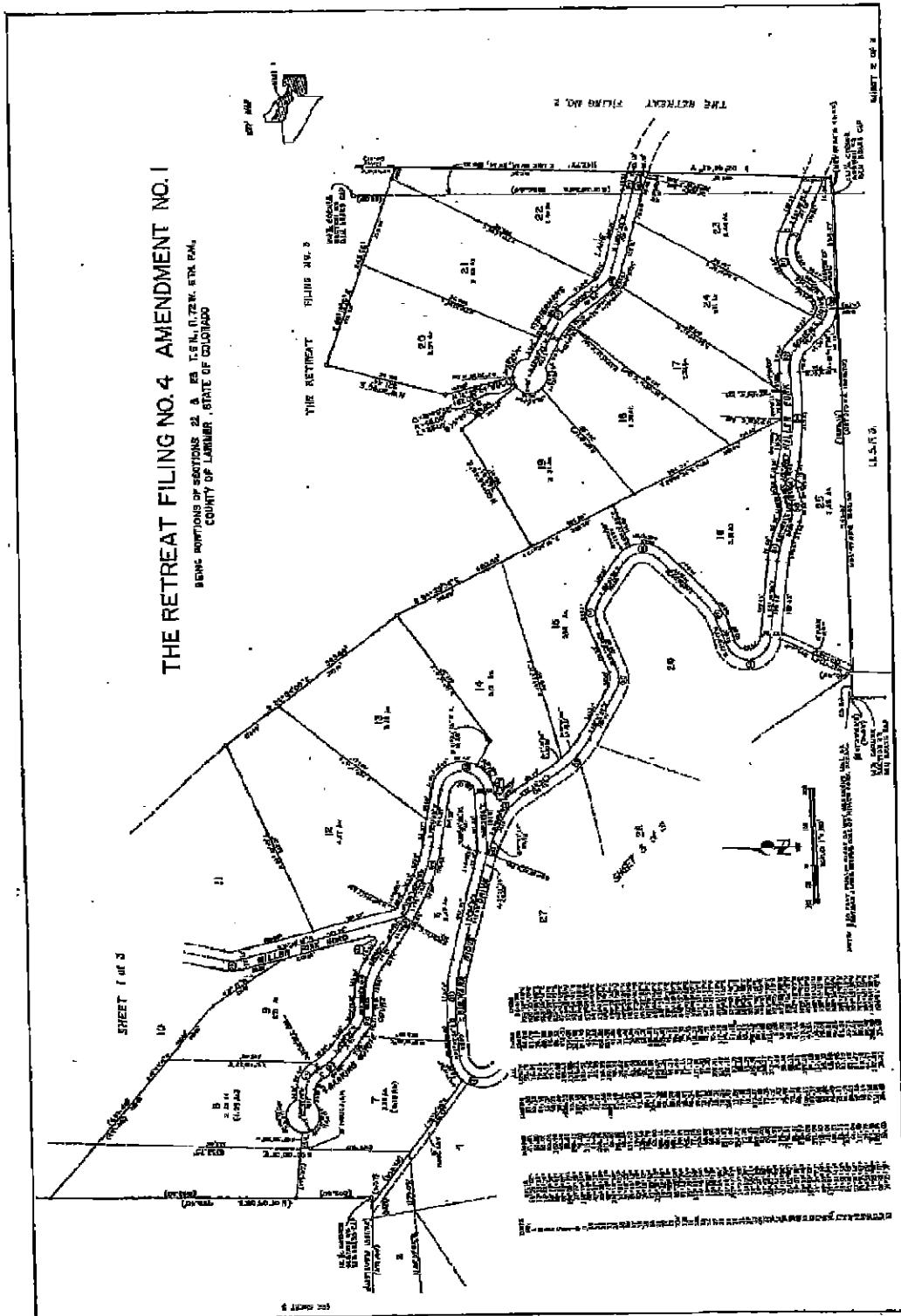












THE RETREAT FILING NO. 4 AMENDMENT NO. 1  
SOME PORTIONS OF SECTIONS 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

41

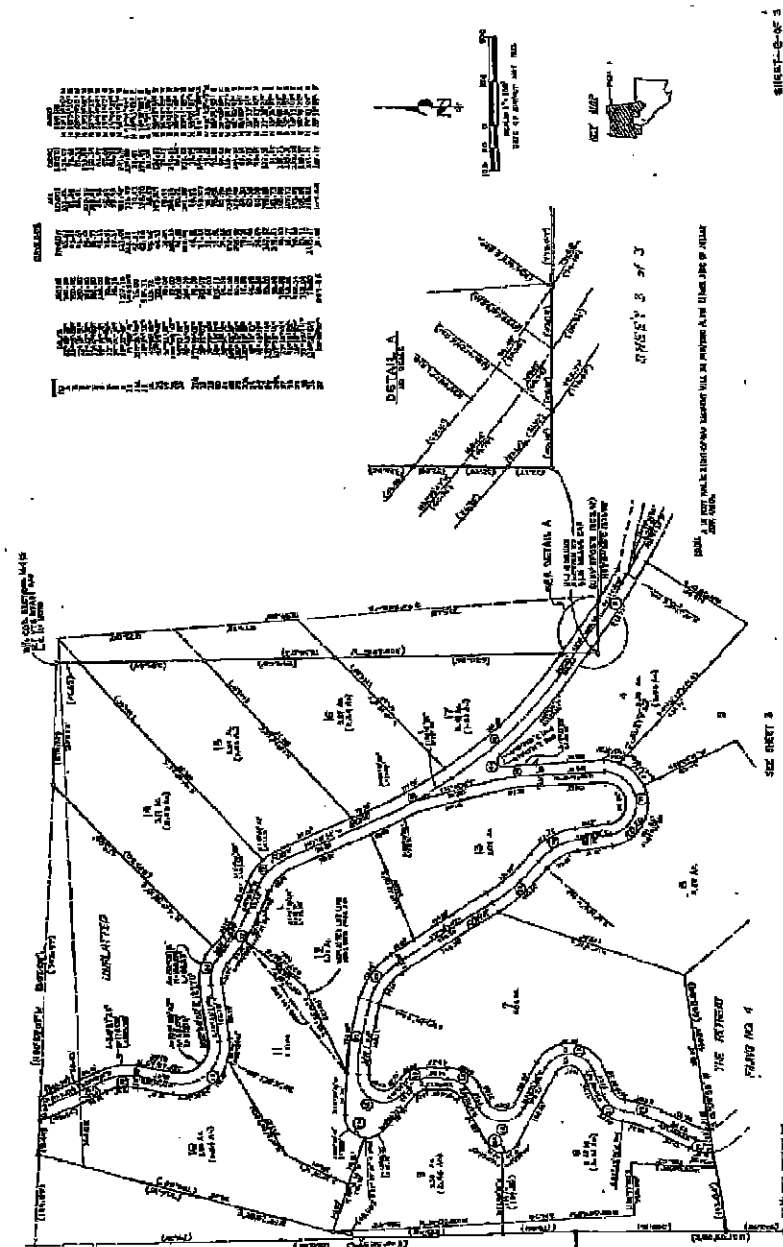
SKLD NA SKL10966 LR 42762-1986.002

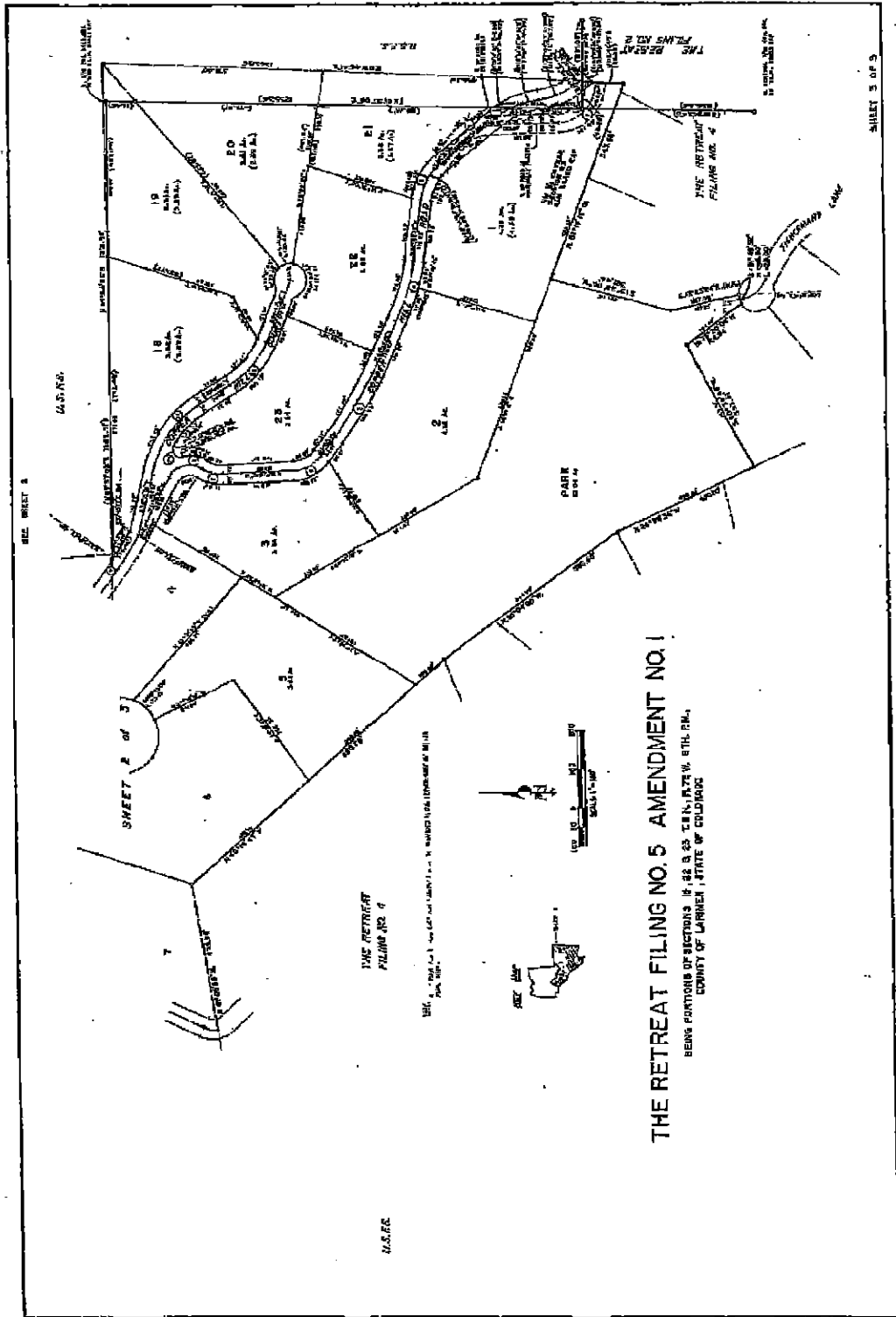




THE RETREAT FILING NO. 5 AMENDMENT NO. 1

BEING PORTIONS OF SECTIONS 16, 22 & 23 T. 23 N., R. 70 W., 67th E.M., COUNTY OF LARIMER, STATE OF COLORADO





**THE RETREAT FILING NO. 5 AMENDMENT NO. 1**  
 BEING PORTIONS OF SECTIONS 18, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

45

SKLD NA SKL10966 LR- 42764-1986.003

**EXHIBIT B  
DEFINED TERMS**

Act shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 et. seq., as it may be amended.

Assessment shall include all Common Expense Assessments and any other expense levied to Lots pursuant to these Covenants or the Act, including interest, late fees, attorney fees, fines, and costs.

Association shall mean The Retreat Landowners Association, a Colorado nonprofit corporation, and its successors and assigns.

Board or Board of Directors shall mean the body, regardless of name, designated in the Governing Documents to act on behalf of the Association.

Bylaws shall mean the Bylaws of The Retreat Landowners Association, as may be amended.

Common Area shall mean all property (including the improvements thereto) owned and/or maintained by the Association for the common use and enjoyment of the Owners, as identified on the Plat.

Common Expenses shall mean all expenditures made and liabilities incurred by or on behalf of the Association, together with any allocation by the Association to reserves. Common Expenses shall include, but not be limited to, expenses associated with road maintenance, insurance, administrative and legal expenses, covenant enforcement, collection of Assessments, and other expenses as necessary for the Association's performance of its duties under the Governing Documents.

Covenants shall mean this Amended and Restated Declaration of Protective Covenants for The Retreat Landowners Association, recorded in the office of the Clerk and Recorder of Larimer County, Colorado.

Governing Documents shall mean these Covenants, the Plat, the Articles of Incorporation, the Bylaws, any Maps, Rules and Regulations, and any policies of the Association, as all of the foregoing may be amended from time to time.

Lot shall mean any separate lettered or numbered lot or plot of land shown upon any recorded subdivision map of the Property, together with all appurtenances and improvements now or hereafter thereon.

Member shall mean any Owner of a Lot. The terms "Member" and "Owner" may be used interchangeably.

Owner shall mean the owner of record title, whether one or more persons or entities, to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Pet shall mean cats, dogs, birds, reptiles or other household animals, as may be further defined in or supplemented by the Rules and Regulations.

Plat or Map shall mean the plat(s) and/or map(s) of the Property and improvements that are subject to these Covenants and which are designated in the Plat or Map recorded in the records of the Office of the Clerk and Recorder of Larimer County. More than one plat, map or supplement thereto may be recorded, and, if so, then the term "Plat" or "Map" shall collectively mean and refer to all of such plats, maps and supplements thereto.

Property shall mean the property described in Section 2.2 and Exhibit A of these Covenants, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

Rules and Regulations shall mean any written instruments, however identified, including any policies and procedures of the Board, which are adopted by the Association for the regulation and management of the Property and/or clarification of the Governing Documents, any amendment to those instruments.

**AFTER RECORDING, RETURN TO:**

HindmanSanchez P.C.  
5610 Ward Road, Suite 300  
Arvada, CO 80002