

APR 29 2024



FREMONT COUNTY
BOUNDARY LINE ADJUSTMENT / LOT LINE ADJUSTMENT /
VACATION OF INTERIOR LOT LINE APPLICATION
Planning & Zoning

A Lot Line Adjustment (LLA) is normally an administrative process which allows for the adjustment of lot lines and adjoining easements between two or more adjacent properties, at least one of which has been legally platted as a lot of record.

A Boundary Line Adjustment (BLA) is normally an administrative process which allows for the adjustment of property lines and adjoining easements between two or more adjacent properties. All properties shall be a metes and bounds legal description.

A Vacation of Interior Lot Line (VILL) is normally an administrative process which allows for the vacation of interior lot lines and adjoining easements between two or more adjacent platted lots of record. A Vacation of Interior Lot Line application may be approved based on review of the Planning Director, where the proposed vacation does not substantially modify the originally platted subdivision

Under certain circumstances, approval of any application may require review by the Fremont County Planning Commission and approval by the Fremont County Board of County Commissioners. In such a circumstance an additional review fee is required.

The applicant shall provide **one (1) original document, one (1) copy, and an electronic copy (either CD or flash/thumb drive)** and all of its attachments at the time of application submittal. Also, an electronic copy (PDF) of all documents and drawings shall be supplied at time of submittal. **Only complete applications will be accepted.** After submittal, the Department will review the application and all attachments and prepare a Department Submittal Deficiency and Comment Letter (D & C Letter), which will state the submittal deficiencies that must be addressed by the applicant, Department comments and or questions about the application.

An application fee set by the Board of County Commissioners (Board) shall accompany this application. Contact Planning and Zoning Department for fee amount.

The Department of Planning and Zoning, Planning Commission, and or Board of County Commissioners may require additional information, documentation or evidence as deemed necessary by the same regarding this application.

Please mark which application you are applying for:

Lot Line Adjustment Boundary Line Adjustment Vacation of Interior Lot Line and/or Easements

Once the property is established as "a" and "b", be sure to use the same reference throughout the application. This form was designed to accommodate two properties, if additional properties are involved please provide information on additional pages as attachments.

1. Please provide the name, mailing address, telephone number and e-mail address for each property owner of each property involved in the LLA/BLA/VILL application:

a. Name: John + Lynn Bartelmay

Mailing Address: 1983 Arnold Dr, Cotopaxi, CO 81223

Telephone Number: 303-902-7512 Facsimile Number: _____

Email Address: John.Bartelmay@comcast.com

b. Name: Jacob Jon Bartelmay

Mailing Address: 1983 Arnold Dr, Cotopaxi, CO 81223

Telephone Number: 303-902-7512 Facsimile Number: _____

Email Address: John.Bartelmay@comcast.com

c. Consulting Firm Name: _____

Mailing Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

2. The proposed plat title is _____

3. The total number of properties involved prior to this application are 2

4. The total number of lots as a result of this application are 2

5. Ratification:

As per the Fremont County Subdivision Regulations (XIV., F., 4.) an executed Ratification, Consent and Release Form (*forms are provided by the Department for execution*) shall be provided for each outstanding mortgage, deed of trust, lien, judgment or the like for each property involved in a LLA/BLA/VILL application prior to final approval by the Department. Will any property involved in this application require a form to be executed and submitted? Yes No

6. What is the current Zone District for each involved property? Zone verification may be completed through the Planning and Zoning Office prior to application submittal.

a. This property is located in the A/R Zone District.

b. This property is located in the A/R Zone District.

7. In accordance with the Fremont County Zoning Resolution (2.4.3), properties involved in a LLA/BLA/VILL that are not located in the same Zone District must process a Zone Change Application if the property receiving land is proposed to be enlarged by more than twenty-five

percent of the existing land area. Will this application require a zone change process? Yes No
No If yes, then the zone change must be completed prior to approval of this application.

8. A submittal fee of \$ _____ is attached to this application (Check # _____ cash)

By signing this application you are certifying that the above information is true and correct to the best of your knowledge and belief. It also serves as your acknowledgment that you understand that if any information provided in or attached to this application is untrue or inaccurate this application may be rendered null and void.

Fremont County Subdivision Regulations contain all descriptions of requirements for each application. Lot Line Adjustment and Boundary Line Adjustment can be found in section XIV. Vacation of Interior Lot Line & Utility Easement can be found in Section XIII.

The applicant has reviewed all regulations in regards to the necessary requirements and understands the impact of this application.

Tyrril Bartelmy
a. Property "a" Owner Signature *John A Bartelmy* Date *4/19/24*
b. Property "b" Owner Signature *John A Bartelmy* Date *4/19/24*

Required Attachments:

- _____ Application _____ Current Deeds _____ Application Fee _____
- _____ Title Commitment (dated within 30 days of submittal)
- _____ Copies of all exceptions from Schedule B of title Commitment
- _____ Ratifications (will be required prior to recording, form will be provided by county to applicant)
- _____ Plat (LLA / VILL) Deeds (BLA)
- _____ Plat/Map w/ Improvements or Improvement statement
- _____ Utility / Easement Notifications (certified mail receipts)
- _____ Closure sheets for each lot
- _____ Electronic copies (on CD, Flash Drive or email to county, verify address prior to sending)

**PUBLIC UTILITY, IRRIGATION COMPANY, IMPROVEMENT DISTRICT & EASEMENT
OF RECORD NOTIFICATION LETTER**

TO: SDCEA - SANGRE DE CRISTO ELECTRIC ASSOCIATION
FROM: JOHN BARTELMAY
Name of Subject Property Owner / Applicant
DATE: APRIL 17, 2024
Reference: BARTELMAY PROPERTIES
Project Name

This is to inform you that the Subject Property Owner, listed above, has made an application for the action as marked below with the Fremont County Department of Planning and Zoning (Department):

- Minor Subdivision - Preliminary Plan -- Vacation of a Public R-O-W
- Vacation of Interior Lot Line & Utility / Drainage Easement
- Lot Line Adjustment -- Boundary Line Adjustment

The subject property, as referenced above is located at 88 BLAIR WAY AND 1919 ARNOLD DR. CATOPAKI, CO 81223/GLEN VISTA SUBDIVISION General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as: 88 BLAIR WAY F10/10A Lot 325 GLEN VISTA FILING #10 AND 1919 ARNOLD DR - GLEN VISTA F7 Lot 148 GLEN VISTA FILING #7 Check here if legal description is attached as Exhibit B.

A copy of the proposed subdivision and or re-plat drawing has been enclosed with this mailing.

Minor Subdivision, Preliminary Plan and Vacation of Public R-O-W applications are always first heard by the Fremont County Planning Commission (Commission) and then the Fremont County Board of County Commissioners (Board). Normally Vacation of Interior Lot Line, Lot Line Adjustment and Boundary Line Adjustment applications are administrative reviews and only reviewed by the Department.

If you would like to attend either the Commission or Board meeting, please contact the Department of Planning and Zoning for the date and time of meetings:
Telephone 719-276-7360 Email: planning@fremontco.com

These meetings are held in room LL3 (lower level Board Meeting Room) of the Fremont County Administration Building, 615 Macon Avenue, Cañon City, Colorado. You and or your representative (representative documentation may be required) may attend the meeting to present your oral comments or written comments will be accepted at the meeting or prior to the meeting at the Department of Planning and Zoning (Department) in Room 210 of the Administration Building. Oral comments cannot be accepted except at the meeting at which the application is to be heard.

If you would like further information regarding the application you can contact the Department by telephone at (719) 276-7360, facsimile (719) 276-7374 or by email at planning@fremontco.com to schedule an appointment to review the application. For further reference regarding the governing regulations:

the Fremont County Zoning Resolution may be viewed on the Internet at <http://www.fremontco.com/planningandzoning/zoningresolution.shtml>
and the Fremont County Subdivision Regulations may be viewed on the Internet at <http://www.fremontco.com/planningandzoning/subdivisionregulations.shtml>

The Department, Commission and Board would welcome your comments regarding this application and will include written comment, on or accompanied by this form, in the Commission or Board's review packet if received by the Department with enough time to include prior to finalization of the review packets. Please complete the following information with any written comments or can be used as the "sign in" sheet at a meeting that you intend to attend and provide oral comments. Only written comments can be accepted by the Department for administrative reviews and must be received by the Department within ten (10) days of your acknowledged receipt of this notification.

Failure to provide written comment prior to the meeting, written comment at the meeting or oral comment at the meeting at which the application is to be heard or written comment on administratively reviewed applications will result in the Department, Commission and Board assuming that you have no comments with regard to the submitted application.

Entity Name: _____ Name of contact person: _____

Title: _____ Telephone: _____ Email: _____

Mailing Address: _____
Street Address City State Zip

Does your entity currently service the subject property? Yes --- No

Will your entity be able to service the subject property as proposed by the subdivision or re-plat?

Yes --- No Please explain _____

Our entity has the following comments and or recommendations regarding the proposed action: _____

Signature of Authorized Entity Representative

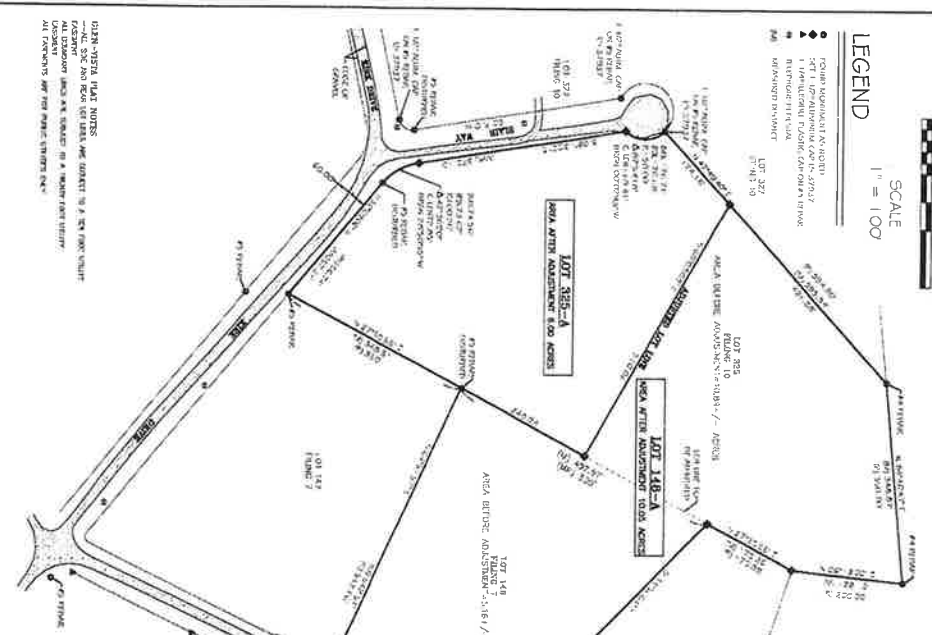
Date



SCALE
1" = 100'

LEGEND

- POINT ADJUSTMENT
- POINT ADJUSTMENT
- REFERENCE TO SURVEY
- ▭ REFERENCE TO SURVEY



BARTELMAY LOT LINE ADJUSTMENT
A LOT LINE ADJUSTMENT OF LOT 325, PLING 10 AND LOT 148, PLING 7,
GLEN VISTA
LOCATED WITHIN SECTION 23 AND TRACT 38,
TOWNSHIP 19 SOUTH, RANGE 73 WEST
6TH PRINCIPAL MERIDIAN
PREMONT COUNTY, COLORADO

ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT

I, the undersigned, Clerk and Recorder of the County of Premont, Colorado, do hereby certify that the plat to which I am referring is a true and correct copy of the original plat as recorded in my office, and that the same is in full compliance with the provisions of the laws of the State of Colorado relating to the recording of such plats.

GENERAL NOTES

- 1) THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS IN THE FIELD AND THE RESULTS WERE CHECKED BY THE SURVEYOR IN HIS OFFICE.
- 2) THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACTS OF THE STATE OF COLORADO.
- 3) THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACTS OF THE STATE OF COLORADO.
- 4) THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACTS OF THE STATE OF COLORADO.
- 5) THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACTS OF THE STATE OF COLORADO.

CLERK AND RECORDER'S CERTIFICATE

I, the undersigned, Clerk and Recorder of the County of Premont, Colorado, do hereby certify that the plat to which I am referring is a true and correct copy of the original plat as recorded in my office, and that the same is in full compliance with the provisions of the laws of the State of Colorado relating to the recording of such plats.

PREMONT COUNTY CLERK AND RECORDER

DEDICATION

I, the undersigned, Clerk and Recorder of the County of Premont, Colorado, do hereby certify that the plat to which I am referring is a true and correct copy of the original plat as recorded in my office, and that the same is in full compliance with the provisions of the laws of the State of Colorado relating to the recording of such plats.



VICINITY MAP
NOT TO SCALE

PRELIMINARY DRAFT
 REVIEWED BY CLIENT
 DATE: 10/15/2024

REVISED	DATE	BY
	10/15/2024	
BARTELMAY LOT LINE ADJUSTMENT		
1 LOT LINE ADJUSTMENT OF LOT 325, PLING 10 AND LOT 148, PLING 7, GLEN VISTA, LOCATED WITHIN SECTION 23 AND TRACT 38, TOWNSHIP 19 SOUTH, RANGE 73 WEST, 6TH PRINCIPAL MERIDIAN, PREMONT COUNTY, COLORADO.		
LANDMARK SURVEYING & MARKING		
1008 1/2 2nd St., Suite 100, Fort Collins, CO 80501		



AA

fremontgis.com



FC Parcel Viewer

R024886



Layer List



**POWER OF ATTORNEY
(REAL ESTATE)**

KNOW ALL MEN BY THESE PRESENTS, That I, Jacob Jon Bartelmay, of the County of Fremont, State of Colorado, do make, constitute and appoint John A. Bartelmay of the County of Fremont, State of Colorado, to act as my true and lawful attorney for me and in my name, place and stead for my sole use and benefit to grant, bargain, sell, convey, purchase, encumber or contract for the sale or purchase of the following described real estate situate in the County of FREMONT, State of Colorado, to wit.

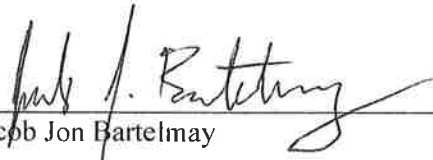
Legal Description:

- Lot 148, Glen-Vista, Filing No. 7, according to the recorded plat thereof, Fremont County, Colorado
and
- Lot 149, Glen-Vista, Filing No. 7, according to the recorded plat thereof, Fremont County, Colorado
and
- Lot 175, Glen-Vista, Filing No. 8, according to the recorded plat thereof, Fremont County, Colorado

My said attorney-in-fact is hereby authorized and empowered to collect such monies as may become due from the sale, and to make, execute, acknowledge and deliver contracts for sale, deeds, Deeds of Trust, and other instruments in writing of every kind and nature, including, but not limited to, the sale and loan closing documents and statements, upon such terms and conditions as my said attorney may deem necessary and convenient to accomplish such sale or conveyance of said real estate. My said attorney shall have full power and authority to do and perform all acts necessary to be done to complete a sale or conveyance of said real estate, with full power of revocation, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue of this Power of Attorney and the powers contained herein.

This Power of Attorney shall automatically expire by its own terms upon completion of the limited purpose set forth above.

Dated: 4/26/, 2024



Jacob Jon Bartelmay

STATE OF Colorado

COUNTY OF Custer

Property Record Card

Fremont Assessor

BARTELMAY JOHN A
BARTELMAY LYNN L

Account: R024886
Tax Area: 39E - 39E
Acres: 10.880

Parcel: 77000380
Situs Address:
88 BLAIR WAY
TEXAS CREEK

1983 ARNOLD DR
COTOPAXI, CO 81223-9581

Value Summary

Legal Description

Value By:	Market	Override	
Land (1)	\$31,552	N/A	LOT 325 GLEN VISTA FIL #10
Total	\$31,552	\$31,552	

Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
1011409	01/10/2022	388	QV	Y	\$31,587	99.89	\$31,587	99.89	\$31,587	99.89
B1244 P808	04/09/1996	Deeds	Q	Y	\$14,000	225.37	\$14,000	225.37	\$14,000	225.37
B910 P95	04/01/1989	Deeds	U	Y	\$11,500	274.37	\$11,500	274.37	\$11,500	274.37
B629 P826	02/01/1979	Deeds	U	Y	\$0	N/A	\$0	N/A	\$0	N/A

Land Occurrence 1

Property Code	0100 - VACANT RESIDNTL LOTS	Property Code Percent	100
Adjustment1	1	Adjustment2	1
Adjustment3	1	Adjustment4	1
Land Use Code	104000 - GLEN VISTA FIL 10		

Abstract Summary

Code	Classification	Actual Value	Value	Taxable Value	Actual Value Override	Taxable Override
0100	VACANT RESIDNTL LOTS		\$31,552	\$8,803	NA	NA
Total			\$31,552	\$8,803	NA	NA

Property Record Card

Fremont Assessor

BARTELMAY JACOB JON
1983 ARNOLD DR
COTOPAXI, CO 81223-9581

Account: R024905
Tax Area: 39E - 39E
Acres: 5.550

Parcel: 77000570
Situs Address:
1919 ARNOLD DR
TEXAS CREEK

Value Summary

Legal Description

Value By:	Market	Override	
Land (1)	\$31,080	N/A	LOT 148 GLEN VISTA FIL #7
Total	\$31,080	\$31,080	CONTIGUOUS TO 77008030

Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
835009	03/28/2007	Deeds	U	Y	\$300,000	4.98	\$297,650	5.01	\$297,650	5.01
836619	03/28/2007	Deeds	U	Y	\$0	N/A	\$0	N/A	\$0	N/A
B1220 P595	06/30/1995	Deeds	U	Y	\$200,000	7.46	\$191,000	7.81	\$191,000	7.81
B1156 P201	10/14/1993	Deeds	Q	Y	\$3,500	426.43	\$3,500	426.43	\$3,500	426.43
B681 P764	10/01/1982	Deeds	U	Y	\$0	N/A	\$0	N/A	\$0	N/A

Land Occurrence 1

Property Code	1112 - SINGLE FAMILY RESID	Property Code Percent	100
Adjustment1	1	Adjustment2	1
Adjustment3	1	Adjustment4	1
Land Use Code	56140 - GLEN VISTA 5600		

Abstract Summary

Code	Classification	Actual Value	Value	Taxable Value	Actual Value Override	Taxable Override
1112	SINGLE FAMILY RESID		\$14,925	\$1,000	NA	NA
Total			\$14,925	\$1,000	NA	NA

**PUBLIC UTILITY, IRRIGATION COMPANY, IMPROVEMENT DISTRICT & EASEMENT
OF RECORD NOTIFICATION LETTER**

TO: CENTURY LINK
FROM: JOHN BARTELMAY
Name of Subject Property Owner / Applicant
DATE: APRIL 17, 2024
Reference: BARTELMAY PROPERTIES
Project Name

This is to inform you that the Subject Property Owner, listed above, has made an application for the action as marked below with the Fremont County Department of Planning and Zoning (Department):

- Minor Subdivision -- Preliminary Plan -- Vacation of a Public R-O-W
 -- Vacation of Interior Lot Line & Utility / Drainage Easement
 -- Lot Line Adjustment -- Boundary Line Adjustment

The subject property, as referenced above is located at 88 BLAIR WAY AND 1919 ARNOLD DR.
CATOPARKI, CO 81223/GLEN VISTA SUBDIVISION General Location or Address (Vicinity Map Exhibit A)

The subject property is legally described as: 88 BLAIR WAY F10/10A LOT 325 GLEN VISTA
FILING #10 AND 1919 ARNOLD DR. GLEN VISTA F7 LOT 148 GLEN VISTA
FILING #7 Check here if legal description is attached as Exhibit B.

A copy of the proposed subdivision and or re-plat drawing has been enclosed with this mailing.

Minor Subdivision, Preliminary Plan and Vacation of Public R-O-W applications are always first heard by the Fremont County Planning Commission (Commission) and then the Fremont County Board of County Commissioners (Board). Normally Vacation of Interior Lot Line, Lot Line Adjustment and Boundary Line Adjustment applications are administrative reviews and only reviewed by the Department.

If you would like to attend either the Commission or Board meeting, please contact the Department of Planning and Zoning for the date and time of meetings:

Telephone 719-276-7360 Email: planning@fremontco.com

These meetings are held in room LL3 (*lower level Board Meeting Room*) of the Fremont County Administration Building, 615 Macon Avenue, Cañon City, Colorado. You and or your representative (*representative documentation may be required*) may attend the meeting to present your oral comments or written comments will be accepted at the meeting or prior to the meeting at the Department of Planning and Zoning (Department) in Room 210 of the Administration Building. Oral comments cannot be accepted except at the meeting at which the application is to be heard.

If you would like further information regarding the application you can contact the Department by telephone at (719) 276-7360, facsimile (719) 276-7374 or by email at planning@fremontco.com to schedule an appointment to review the application. For further reference regarding the governing regulations:

the Fremont County Zoning Resolution may be viewed on the Internet at
<http://www.fremontco.com/planningandzoning/zoningresolution.shtml>
and the Fremont County Subdivision Regulations may be viewed on the Internet at
<http://www.fremontco.com/planningandzoning/subdivisionregulations.shtml>

The Department, Commission and Board would welcome your comments regarding this application and will include written comment, on or accompanied by this form, in the Commission or Board's review packet if received by the Department with enough time to include prior to finalization of the review packets. Please complete the following information with any written comments or can be used as the "sign in" sheet at a meeting that you intend to attend and provide oral comments. Only written comments can be accepted by the Department for administrative reviews and must be received by the Department within ten (10) days of your acknowledged receipt of this notification.

Failure to provide written comment prior to the meeting, written comment at the meeting or oral comment at the meeting at which the application is to be heard or written comment on administratively reviewed applications will result in the Department, Commission and Board assuming that you have no comments with regard to the submitted application.

Entity Name: _____ Name of contact person: _____

Title: _____ Telephone: _____ Email: _____

Mailing Address: _____
Street Address City State Zip

Does your entity currently service the subject property? Yes --- No

Will your entity be able to service the subject property as proposed by the subdivision or re-plat?

Yes --- No Please explain _____

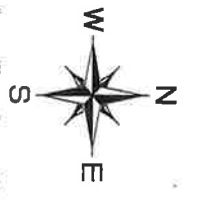
Our entity has the following comments and or recommendations regarding the proposed action: _____

Signature of Authorized Entity Representative Date

BARTELLMAY LOT LINE ADJUSTMENT

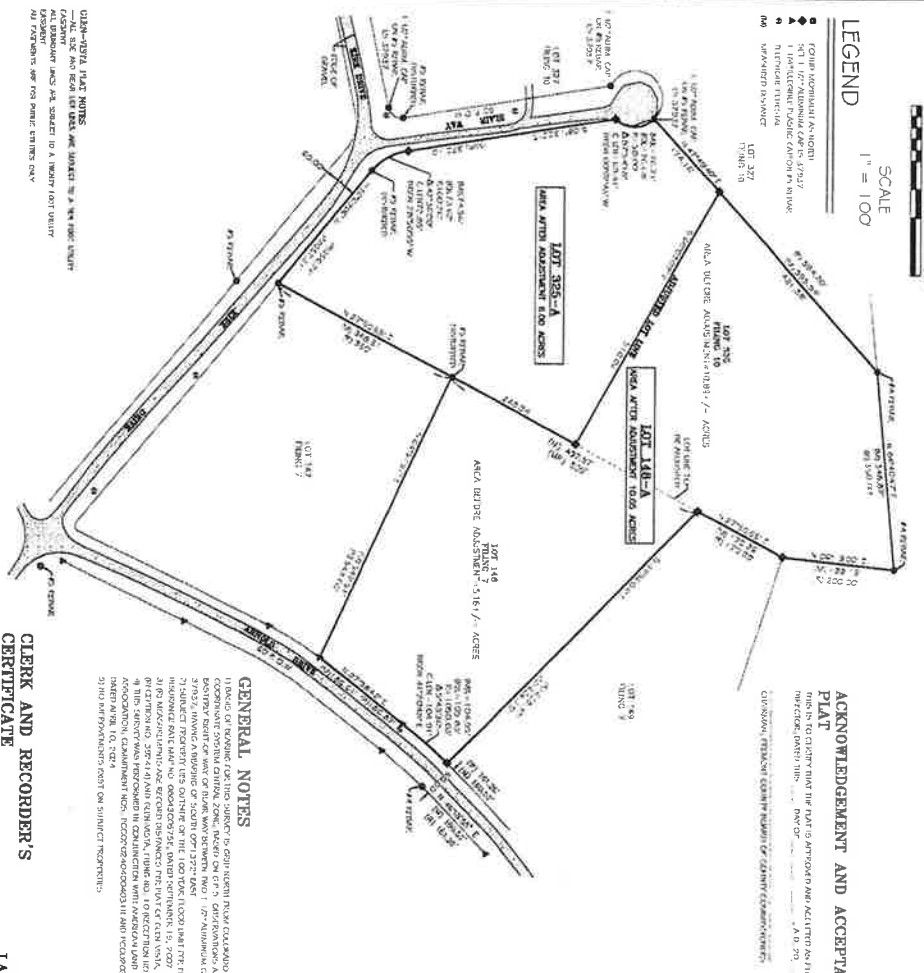
A LOT LINE ADJUSTMENT OF LOT 325, FILING 10 AND LOT 148, FILING 7, GLEN VISTA

LOCATED WITHIN SECTION 23 AND TRACT 38, TOWNSHIP 19 SOUTH, RANGE 73 WEST 6TH PRINCIPAL MERIDIAN FREMONT COUNTY, COLORADO



SCALE
1" = 100'

- LEGEND**
- FOUR HORIZONTAL METERS
 - ▲ NAD 83 POINT LOCATION OF SURVEY
 - NAD 83 POINT LOCATION OF SURVEY
 - NAD 83 POINT LOCATION OF SURVEY
 - ▲ NAD 83 POINT LOCATION OF SURVEY
 - NAD 83 POINT LOCATION OF SURVEY



ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT

THIS IS TO CERTIFY THAT THE PLAT IS APPROVED AND ACCEPTED AS BEING CORRECT AND ACCURATE IN ALL RESPECTS AND THAT THE SIGNING CLERK AND RECORDER HAVE REVIEWED THE PLAT AND FOUND IT TO BE CORRECT AND ACCURATE IN ALL RESPECTS AND THAT THE SIGNING CLERK AND RECORDER HAVE REVIEWED THE PLAT AND FOUND IT TO BE CORRECT AND ACCURATE IN ALL RESPECTS.

GENERAL NOTES

1. THIS PLAT IS A PART OF THE PLAT RECORDS OF THE COUNTY CLERK AND RECORDER AND IS SUBJECT TO THE RECORDS OF THE COUNTY CLERK AND RECORDER.

2. THE PLAT IS SUBJECT TO THE RECORDS OF THE COUNTY CLERK AND RECORDER AND IS SUBJECT TO THE RECORDS OF THE COUNTY CLERK AND RECORDER.

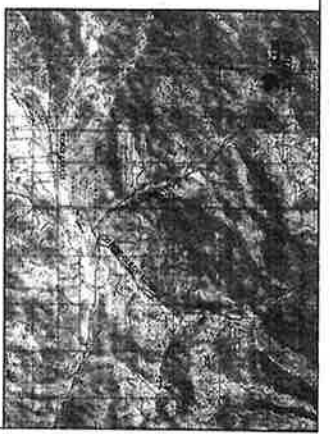
3. THE PLAT IS SUBJECT TO THE RECORDS OF THE COUNTY CLERK AND RECORDER AND IS SUBJECT TO THE RECORDS OF THE COUNTY CLERK AND RECORDER.

CLERK AND RECORDER'S CERTIFICATE

I, _____, CLERK AND RECORDER OF THE COUNTY OF _____, STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PLAT IS CORRECT AND ACCURATE IN ALL RESPECTS AND THAT THE SIGNING CLERK AND RECORDER HAVE REVIEWED THE PLAT AND FOUND IT TO BE CORRECT AND ACCURATE IN ALL RESPECTS.

LAND SURVEYOR'S CERTIFICATE

I, _____, LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT IS CORRECT AND ACCURATE IN ALL RESPECTS AND THAT THE SIGNING CLERK AND RECORDER HAVE REVIEWED THE PLAT AND FOUND IT TO BE CORRECT AND ACCURATE IN ALL RESPECTS.



VICINITY MAP
NOT TO SCALE

PRELIMINARY DRAFT
 PREPARED FOR REVIEW BY CLIENT
 THIS DOCUMENT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

BARTELLMAY LOT LINE ADJUSTMENT 1 LOT LINE ADJUSTMENT OF LOT 325, FILING 10 AND LOT 148, FILING 7, GLEN VISTA, TOWNSHIP 19 SOUTH, RANGE 73 WEST, 6TH PRINCIPAL MERIDIAN, FREMONT COUNTY, COLORADO	LANDMARK SURVEYING & MAPPING P.O. BOX 650, NEHA, CO 80851 (303) 338-3800
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fremontgis.com



FC Parcel Viewer

R024886



Layer List



Property Record Card

Fremont Assessor

BARTELMAY JOHN A
BARTELMAY LYNN L

Account: R024886

Parcel: 77000380

1983 ARNOLD DR
COTOPAXI, CO 81223-9581

Tax Area: 39E - 39E
Acres: 10.880

Situs Address:
88 BLAIR WAY
TEXAS CREEK

Value Summary

Legal Description

Value By:	Market	Override	
Land (1)	\$31,552	N/A	LOT 325 GLEN VISTA FIL #10
Total	\$31,552	\$31,552	

Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
1011409	01/10/2022	388	QV	Y	\$31,587	99.89	\$31,587	99.89	\$31,587	99.89
B1244 P808	04/09/1996	Deeds	Q	Y	\$14,000	225.37	\$14,000	225.37	\$14,000	225.37
B910 P95	04/01/1989	Deeds	U	Y	\$11,500	274.37	\$11,500	274.37	\$11,500	274.37
B629 P826	02/01/1979	Deeds	U	Y	\$0	N/A	\$0	N/A	\$0	N/A

Land Occurrence 1

Property Code	0100 - VACANT RESIDNTL LOTS	Property Code Percent	100
Adjustment1	1	Adjustment2	1
Adjustment3	1	Adjustment4	1
Land Use Code	104000 - GLEN VISTA FIL 10		

Abstract Summary

Code	Classification	Actual Value	Value	Taxable Value	Actual Value Override	Taxable Override
0100	VACANT RESIDNTL LOTS		\$31,552	\$8,803	NA	NA
Total			\$31,552	\$8,803	NA	NA

Property Record Card

Fremont Assessor

BARTELMAY JACOB JON
1983 ARNOLD DR
COTOPAXI, CO 81223-9581

Account: R024905
Tax Area: 39E - 39E
Acres: 5.550

Parcel: 77000570
Situs Address:
1919 ARNOLD DR
TEXAS CREEK

Value Summary

Value By:	Market	Override	Legal Description
Land (1)	\$31,080	N/A	LOT 148 GLEN VISTA FIL #7
Total	\$31,080	\$31,080	CONTIGUOUS TO 77008030

Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
835009	03/28/2007	Deeds	U	Y	\$300,000	4.98	\$297,650	5.01	\$297,650	5.01
836619	03/28/2007	Deeds	U	Y	\$0	N/A	\$0	N/A	\$0	N/A
B1220 P595	06/30/1995	Deeds	U	Y	\$200,000	7.46	\$191,000	7.81	\$191,000	7.81
B1156 P201	10/14/1993	Deeds	Q	Y	\$3,500	426.43	\$3,500	426.43	\$3,500	426.43
B681 P764	10/01/1982	Deeds	U	Y	\$0	N/A	\$0	N/A	\$0	N/A

Land Occurrence 1

Property Code	1112 - SINGLE FAMILY RESID	Property Code Percent	100
Adjustment1	1	Adjustment2	1
Adjustment3	1	Adjustment4	1
Land Use Code	56140 - GLEN VISTA 5600		

Abstract Summary

Code	Classification	Actual Value	Value	Taxable Value	Actual Value Override	Taxable Override
1112	SINGLE FAMILY RESID		\$14,925	\$1,000	NA	NA
Total			\$14,925	\$1,000	NA	NA



**FREMONT COUNTY'S
COLORADO DIVISION OF WATER RESOURCES
INFORMATION FORM FOR
SPECIAL USE, ZONING, AND OTHER LAND USE ACTIONS**

The Fremont County Department of Planning & Zoning (Department) is required to submit proposed land use actions to the State Engineer's Office (SEO) at the Colorado Division of Water Resources (CDWR). The SEO is responsible for providing an opinion regarding material injury likely to occur to decreed water rights by virtue of diversion of water necessary or proposed to be used to supply the proposed land use action.

This CDWR Information Form must be filled out completely and accurately to ensure that the submittal to the CDWR regarding this proposed land use action includes the necessary information required by that agency. The CDWR has 21 days to respond to County submittals. Incomplete submittals will be returned to the County for additional information and then must be resubmitted to the CDWR.

Please note that the CDWR timeframe for review may not coincide with the County deadlines or meetings, and if the CDWR requires additional information, further delays may occur.

Attachments can be made to this application to provide expanded narrative for any application item including supportive documentation or evidence for provided application item answers. Please indicate at the application item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (*as an example, the first attached document providing evidence in support of the answer given at application item number 8 would be marked - Exhibit CDWR-8.1, the fifth attached document supporting the narrative provided for application item 8 would be marked - Exhibit CDWR-8.5*). Exhibit numbers should be placed in the lower right hand area of the exhibit.

1. Name of proposed project: _____
2. Provide a map of proposed improvements with an identified location that includes a quarter-quarter, section, township, range and principle meridian (PLSS).
3. Legal description of subject property: _____

4. What is the size of the existing parcel? _____ Acres --- Square feet
5. What are the proposed uses of the subject property?
 Residential Only
 Commercial
 Commercial and Residential
6. What are the current uses of water on this parcel?
 - a. Are there any established uses that require water? Yes --- No
 - b. Number of existing homes: 0

If one or more, date this use was established: _____

- c. Home lawn / garden irrigation: Yes --- No

If yes, amount: _____ Acres --- Square feet

Date this use was established: _____

- d. Livestock watering: Yes --- No

If yes, commercial or non-commercial livestock? *(Circle one)*

If yes, date this use was established: _____

- e. Other uses: _____

Dates established: _____

7. What will be the proposed uses of water for this parcel?

- a. Number of proposed homes (including the home above if it will remain): _____

b. Lawn / garden watering, amount: _____ Acres --- Square feet

- c. Livestock watering: Yes --- No

If yes, commercial or non-commercial livestock? *(Circle one)*

d. Number of Employees per day: _____ Number of days open per year: _____

e. Number of Customers per day: _____ Number of days open per year: _____

f. Bed / Breakfast Customers per day: _____ Number of days open per year: _____

g. Describe other water needs: _____

8. Source of water for the uses described above: *(If more than one source is utilized for parcel, describe which sources will supply which proposed uses)* _____

- a. Is Municipal water available to parcel: Yes --- No

b. Is water available to parcel from an independent water district? Yes --- No

c. Are the uses described above proposed to be provided water by a municipality?

Yes -- No

Name of provider: _____

- d. Is water hauled: Yes --- No
- e. Is there an existing permitted well?: Yes --- No
 If yes, permit number: _____
- f. Is there a Substitute Water Supply Plan? (*Substitute water supply plans provide water users a mechanism to replace out-of-priority depletions on an interim basis.*)
 Yes --- No
 If yes, name of plan: _____
- g. Is there an unregistered well? Yes --- No
- h. Is there a Surface Spring? Yes --- No
 If yes, Court Adjudication Number and Spring Name: _____

9. What is the Waste Water Method? N/A
- Municipal
- Septic with Leach Field
- Closed Vault, Waste Water hauled to: _____

By signing this form, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the form and any attachments to the form, is true and correct to the best of Applicant's knowledge and belief.

Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Department regarding the Application to be null and void.

Signing this form is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this form, provided that the same is in conformance with the Fremont County Zoning Resolution.

<u>JOHN A BARTELMAY</u>	<u>John A Bartelmay</u>	<u>4/19/24</u>
Applicant Printed Name	Signature	Date
<u>LYNN L. BARTELMAY</u>	<u>Lynn L. Bartelmay</u>	
Property Owner Printed Name	Signature	
(If different from applicant)		<u>4/19/24</u>
		Date

RECEPTION#: 835009, 04/02/2007 at 11:55:18 AM, 1 OF 14, R \$71.00 D \$30.00 NORMA HATFIELD, CLERK AND RECORDER FREMONT COUNTY, CO

30.00

SPECIAL WARRANTY DEED

THIS DEED, Made this 28th day of March, 2007, between

James M. Ross and Dianna J. Ross

of the County of and State of Colorado, grantor, and

Jacob Jon Bartelmay

STATE DOCUMENTARY FEE Date APR 02 2007 Amount \$ 30.00

whose legal address is: 13810 E. Hampden Place, Aurora, CO 80014

DECLARATION ATTACHED

of the County of and State of Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of (\$300,000.00), Three Hundred Thousand dollars and Zero cents the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm. unto the grantee, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Fremont and State of Colorado described as follows:

See "Exhibit A" attached hereto *rerecord to correct recording order*

as known by street and number as: 1983 Arnold Drive, Cotopaxi, CO 81223

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee, his heirs and assigns forever. The grantor, for himself, his heirs, and personal representatives or successors, do covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor. 2007 taxes and all subsequent years, restrictions, reservations, covenants, easements and rights-of-way of record, if any. The singular number shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders.

SEE ATTACHED EXHIBIT B EXCEPTIONS

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

James M. Ross signature

Dianna J. Ross signature

State of Colorado) County of Fremont) ss.

The foregoing instrument was acknowledged before me this 28th day of March, 2007, by James M. Ross and Dianna J. Ross

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 1/9/2010

Notary Public - Cathy Mason signature

Handwritten initials and signature

STEWART TITLE

200710028

**EXHIBIT A
LEGAL DESCRIPTION**

Order No.: 200710028

Parcel A:

Lot 148, Glen-Vista Estates Subdivision Filing No. 7, according to the recorded plat thereof, Fremont County, Colorado

Parcel B:

Lot 149, Glen-Vista Estates Subdivision Filing No. 7, according to the recorded plat thereof, Fremont County, Colorado

Parcel C:

Lot 175, Glen Vista Filing No. 8, according to the recorded plat thereof, Fremont County, Colorado

 Page 2 of 2

**EXHIBIT B
EXCEPTIONS**

1. Terms, covenants, conditions, and restrictions which do not contain a forfeiture or reverter clause, as contained in Protective Covenants recorded May 25, 1972 in Book 543 at Page 104, and all amendments thereto. Any provisions therein regarding race, color, religion, sex or national origin are invalid and unenforceable under Federal law.

2. Notes on the recorded subdivision plat as follows: (Glen-Vista Filing No. 7)

All side and rear lot lines are subject to a ten foot utility easement. All boundary lines are subject to a twenty foot utility easement. All easements are for public utilities only or as shown.

The roadways on this plat will not be maintained by the county until and unless the streets are constructed in accordance with the subdivision regulations in effect on the date of recording this plat.

No dwelling shall be erected, altered or place on any tract with a ground floor area exclusive of patios, open porches or garages of less than 750 square feet external measurements as defined in the Fremont County Building Code.

3. Terms and conditions of Articles of Incorporation of Glen Vista Property Owners Association recorded March 12, 1986 in Book 756, at Page 309.

4. Reservation made of all coal and mineral rights as noted in Patent recorded June 05, 1941 in Book 249 at Page 242.

5. Easements on the Plat of Glen Vista Filing No. 8, recorded May 15, 1972, Reception No. 392415 which states as follows: "All side and rear lot lines are subject to ten foot utility easements, all boundary lines are subject to a twenty foot utility easement. All easements are for public utilities only or as shown."

6. Streets not being maintained by County as stated on Plat of Glen-Vista, Filing No. 8.

7. Reservation as to dwelling size as contained on the Plat of Glen Vista Filing No. 8.

8. Terms and conditions of Articles of Incorporation of Glen Vista Property Owners Association Inc. recorded March 12, 1986 in Book 756 at Page 309.



9. Covenants, conditions, and restrictions which do not contain a forfeiture or reverter clause, as contained in Declaration recorded May 25, 1972 in Book 543 at Page 108, under Reception No. 392634. Any provisions therein regarding race, color, religion, sex or national origin are invalid and unenforceable under Federal Law.
10. Terms, conditions and provisions of Right of First Refusal between Jacob Jon Bartelmay (the "Transferor") and James M. Ross and Dianna J. Ross (the "Transferee") dated March 28, 2007. and yet to be recorded.
11. Terms, conditions and provisions of Right of First Refusal between James M. Ross and Dianna J. Ross (the "Transferor") and Jacob Jon Bartelmay (the "Transferee") dated March 28, 2007 and yet to be recorded.

A handwritten signature in black ink, appearing to be "J. Ross" or similar, located in the lower right quadrant of the page.



FNTC
Order No.: 330-F00995-21
Doc Fee: \$3.16

SPECIAL WARRANTY DEED

THIS DEED, Made this 10th day of January, 2022, between

James M Ross and Djanna J. Ross
of the County of ARAPAHOE and State of COLORADO, grantor(s), and
John A. Bartelmay and Lynn L. Bartelmay, in joint tenancy
whose legal address is 1983 Arnold Drive, Cotopaxi, CO 81223
of the County of Fremont and State of COLORADO, grantees:

WITNESS, That the grantor(s), for and in consideration of the sum of **Thirty-One Thousand Five Hundred Eighty-Six And 97/100 Dollars (\$31,586.97)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, not in tenancy in common but in **joint tenancy**, all the real property together with improvements, if any, situate, lying and being in the County of Fremont, State of COLORADO, described as follows:

Lot 325, Glen-Vista Filing No. 10 according to the recorded plat

County of Fremont, State of Colorado.

also known by street and number as **88 Blair Way, Cotopaxi, CO 81223**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.


GRANTOR:

SPECIAL WARRANTY DEED
(continued)

STATE OF COLORADO

COUNTY OF Huerfano

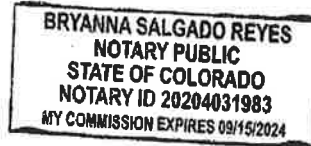
The foregoing instrument was acknowledged before me this 7th day of January, 2022, by James M Ross and Dianna J. Ross.



Notary Public

My Commission Expires: 09/15/2024

(SEAL)



On the flash drive are the title commitments (original and updated) and the Survey.

The reason for the LLA is to sell the front section of the property at 88 Blair Way to Michael and Laura McKay who own the next door property at 129 Blair Way.

All of the properties involved are vacant land and have no liens.

Contact Information for Surveyor and Title Attorney:

*Mark Walker
Landmark Surveying & Mapping
(719) 539-4021
P.O. Box 668
Salida, Colorado 81201*

Andrea Webb

Phone: (719) 285-0324

Email: andrea@fredricksonwebb.com

Fredrickson Webb Attorneys Title

www.fredricksonwebb.com



ALTA COMMITMENT FOR TITLE INSURANCE
issued by

ATTORNEYS TITLE GUARANTY FUND, INC.

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, ATTORNEYS TITLE GUARANTY FUND, INC., a Colorado company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this commitment and will be provided to said consumer upon request and payment of any applicable fee.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.

ERIC R. MORGAN
PRESIDENT

JEAN WARD
SECRETARY

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT:

Andrea Webb, 831 Royal Gorge Blvd #329, Cañon City CO 81212, Phone: (719) 285-0324, Fax: (719) 454-2564

PCCO202404004031N

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Fredrickson Webb Attorneys Title, LLC
Issuing Office: 831 Royal Gorge Blvd #329 , Cañon City CO 81212
Issuing Office's ALTA® Registry ID: 1224456

Commitment Number: PCCO202404004031N
Issuing Office File Number: FWAT-00167-A
Property Address: 1919 Arnold Drive, Cotopaxi, Colorado 81223

Revision Number: 1

SCHEDULE A

1. Commitment Date: April 10, 2024 @ 7:45 a.m.

2. Policy to be issued:	Premium
A. , Amount Proposed Insured:	
Certificate of Taxes Due	\$10.00
Endorsements:	\$0.00
Additional Charges:	\$
Total	\$ TBD

3. The estate or interest in the Land at the Commitment Date is: Fee Simple

4. The Title is, at the Commitment Date vested in: Jacob Jon Bartelmay

5. The Land is described as follows:

See Schedule C attached hereto.

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ISSUED BY

ATTORNEYS TITLE GUARANTY FUND, INC.

FREDRICKSON WEBB ATTORNEYS TITLE, LLC
831 Royal Gorge Blvd #329
Cañon City CO 81212
PH: (719) 285-0324

BY:

Eric R. Morgan
President

3010

(member no.)

Authorized Signatory

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:

Andrea Webb, 831 Royal Gorge Blvd #329 , Cañon City CO 81212, Phone: (719) 285-0324, Fax: (719) 454-2564

Commitment Number: PCCO202404004031N

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SCHEDULE B, PART I—Requirements

All the following are the Requirements that must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. A Certification of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92-143, CRS 10-11-122).
6. Note: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22.604.5 (non-resident withholding).
7. Note: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch. The clerk and recorder may refuse to record or file any document that does not conform.
8. Note: All conveyances (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This Declaration must be completed and signed by the grantor (seller) or grantee (buyer).
9. This transaction may be subject to a Geographic Targeting Order ('GTO') issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

10.
11:

NOTE: The following is provided for informational purposes, only. The 24 Month Chain of Title reports these conveyances forming said Chain of Title: NONE

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by ATTORNEYS TITLE GUARANTY FUND, INC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Terms, conditions, provisions, agreements and obligations specified under the Right of First Refusal by and between Jacob Jon Bartelmay and James M. Ross and Dianna J. Ross recorded on May 9, 2007 at reception number 836620.
8. Terms, conditions, provisions, agreements and obligations specified under the Articles of Incorporation of Glen-Vista Property Owners Association, Inc. recorded on March 12, 1986 in book 756 at page 309, reception number 525105.
9. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the instrument recorded on May 25, 1972 at in book 543 at page 104, reception number 392633.
10. Any and all notes, easements and recitals as disclosed on the plat of Glen-Vista Filing No. 7 recorded at reception number 392414.
11. Taxes for the year 2023, now due and payable but not yet delinquent, and taxes for the subsequent years, not yet due and payable.

NOTE: Upon compliance with underwriting requirements, exceptions numbered will be omitted from the Final Policy to be issued hereunder.

The Owner's policy to be issued hereunder will contain, in addition to the items set forth in Schedule B - Section 2, the following items: (1) the mortgage, if any, required under Schedule B - Section 1, Item (c); (2) unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; (3) any and all unpaid taxes, assessments and unredeemed tax sales.

Note: Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H requires that every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its

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issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Note: The following disclosures are hereby made pursuant to §C.R.S. 10-11-122

- i. The subject property may be located in a special taxing district
- ii. A Certificate of Taxes Due listing each tax jurisdiction shall be obtained from the county treasurer of the county treasurer's authorized agent
- iii. Information regarding special districts and the boundaries of such districts may be obtained from the board of county commissioners, the county clerk and recorder or the county assessor.

Note: If there is recorded evidence that one or more mineral estates has been severed, leased or otherwise conveyed from the surface estate of the subject property described in Schedule A of this Commitment, there is a substantial likelihood that a third party holds some or all of the ownership interest in oil, gas or other minerals or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the surface of the subject property without the surface owner's permission.

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Attorneys
Title Guaranty
Fund, Inc.

Privacy Policy

ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to non-public personal information about you to those individuals and entities who need to know that information to provide

products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

Changes to this Privacy Policy

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

SCHEDULE C

File #: FWAT-00167-A

Lot 148, Glen-Vista, Filing No. 7, according to the recorded plat thereof, Fremont County, Colorado

Tax Parcel No. R024905

RECEPTION#: 836009, 04/02/2007 at 11:55:18 AM, 1 OF 14, R \$71.00 D \$30.00 NORMA HATFIELD, CLERK AND RECORDER FREMONT COUNTY, CO

30.00

SPECIAL WARRANTY DEED

THIS DEED, Made this 28th day of March, 2007, between

James M. Ross and Dianna J. Ross

of the County of and State of Colorado, grantor, and

Jacob Jon Bartelmay

STATE DOCUMENTARY FEE Date APR 02 2007 Amount \$ 30.00

DECLARATION ATTACHED

whose legal address is: 13810 E. Hampden Place, Aurora, CO 80014

of the County of and State of Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of (\$300,000.00), Three Hundred Thousand dollars and Zero cents the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Fremont and State of Colorado described as follows:

See "Exhibit A" attached hereto

rerecord to correct recording order

as known by street and number as: 1983 Arnold Drive, Cotopaxi, CO 81223

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee, his heirs and assigns forever. The grantor, for himself, his heirs, and personal representatives or successors, do covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor. 2007 taxes and all subsequent years, restrictions, reservations, covenants, easements and rights-of-way of record, if any. The singular number shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders.

SEE ATTACHED EXHIBIT B EXCEPTIONS

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Signature of James M. Ross

Signature of Dianna J. Ross

James M. Ross

Dianna J. Ross

State of Colorado) County of Fremont) ss.

The foregoing instrument was acknowledged before me this 28th day of March, 2007, by James M. Ross and Dianna J. Ross

NOTARY PUBLIC Cathy N. Mason

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 1/9/2010

Signature of Notary Public Cathy Mason

Notary Public - Cathy Mason

Handwritten initials and page number Page 1 of 2

STEWART TITLE

200710028

**EXHIBIT A
LEGAL DESCRIPTION**

Order No.: 200710028

Parcel A:

Lot 148, Glen-Vista Estates Subdivision Filing No. 7, according to the recorded plat thereof, Fremont County, Colorado

Parcel B:

Lot 149, Glen-Vista Estates Subdivision Filing No. 7, according to the recorded plat thereof, Fremont County, Colorado

Parcel C:

Lot 175, Glen Vista Filing No. 8, according to the recorded plat thereof, Fremont County, Colorado

Page 2 of 2


**EXHIBIT B
EXCEPTIONS**

1. Terms, covenants, conditions, and restrictions which do not contain a forfeiture or reverter clause, as contained in Protective Covenants recorded May 25, 1972 in Book 543 at Page 104, and all amendments thereto. Any provisions therein regarding race, color, religion, sex or national origin are invalid and unenforceable under Federal law.

2. Notes on the recorded subdivision plat as follows: (Glen-Vista Filing No. 7)

All side and rear lot lines are subject to a ten foot utility easement. All boundary lines are subject to a twenty foot utility easement. All easements are for public utilities only or as shown.

The roadways on this plat will not be maintained by the county until and unless the streets are constructed in accordance with the subdivision regulations in effect on the date of recording this plat.

No dwelling shall be erected, altered or placed on any tract with a ground floor area exclusive of patios, open porches or garages of less than 750 square feet external measurements as defined in the Fremont County Building Code.

3. Terms and conditions of Articles of Incorporation of Glen Vista Property Owners Association recorded March 12, 1986 in Book 756, at Page 309.
4. Reservation made of all coal and mineral rights as noted in Patent recorded June 05, 1941 in Book 249 at Page 242.
5. Easements on the Plat of Glen Vista Filing No. 8, recorded May 15, 1972, Reception No. 392415 which states as follows: "All side and rear lot lines are subject to ten foot utility easements, all boundary lines are subject to a twenty foot utility easement. All easements are for public utilities only or as shown."
6. Streets not being maintained by County as stated on Plat of Glen-Vista, Filing No. 8.
7. Reservation as to dwelling size as contained on the Plat of Glen Vista Filing No. 8.
8. Terms and conditions of Articles of Incorporation of Glen Vista Property Owners Association Inc. recorded March 12, 1986 in Book 756 at Page 309.



9. Covenants, conditions, and restrictions which do not contain a forfeiture or reverter clause, as contained in Declaration recorded May 25, 1972 in Book 543 at Page 108, under Reception No. 392634. Any provisions therein regarding race, color, religion, sex or national origin are invalid and unenforceable under Federal Law.
10. Terms, conditions and provisions of Right of First Refusal between Jacob Jon Bartelmay (the "Transferor") and James M. Ross and Dianna J. Ross (the "Transferee") dated March 28, 2007. and yet to be recorded.
11. Terms, conditions and provisions of Right of First Refusal between James M. Ross and Dianna J. Ross (the "Transferor") and Jacob Jon Bartelmay (the "Transferee") dated March 28, 2007 and yet to be recorded.

A handwritten signature in black ink, appearing to be "J. Ross" or similar, located in the lower right quadrant of the page.

RIGHT OF FIRST REFUSAL

This Right of First Refusal Agreement ("Right of First Refusal") is made and entered into this 28th day of March, 2007, by and between Jacob Jon Bartelmay (the "Transferor") and James M. Ross and Dianna J. Ross, (the "Transferee").

RECITALS:

WHEREAS, the Transferor is the owner of that certain real property, located in the County of Fremont, State of Colorado, being more particularly described as follows:

Parcel A: Lot 148, Glen Vista Filing No. 7, according to the plat thereof, Fremont County, Colorado

Parcel B: Lot 149, Glen Vista Filing NO. 7, according to the plat thereof, Fremont County, Colorado

Parcel C: Lot 175, Glen Vista Filing No. 8, according to the plat thereof, Fremont County, Colorado

As known by street and number as: 1983 Arnold Drive Canon City, Colorado 81212 (the "Property"); and

WHEREAS, the Transferor desires to grant to the Transferee, for a period commencing on the date first set forth above a right of first refusal to purchase the Property subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Transferee to the Transferor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Right of First Refusal. If, at any time after the date of this Right of First Refusal, the Transferor shall desire to offer to sell the Property, or any part thereof, or shall receive from a third party a bona fide offer to purchase the Property or any part thereof which the Transferor desires to accept, the Transferor, before making or accepting the offer, as the case may be, shall send the Transferee two copies of a contract for the sale of the Property embodying the terms of the offer, both copies of which shall have been duly executed by the Transferor, together with a written notification from the Transferor of Transferor's intention to make or accept the offer embodied in the contract, as the case may be, if the offer is not accepted by the Transferee. The Transferee shall have the right, within thirty (30) days of the receipt of the contract and the written notice, to purchase the Property or such part thereof on the terms and conditions set forth in the contract. In the event Transferee elects to accept the offer embodied in the contract, the Transferee must do so by executing one copy of the contract and returning it to the Transferor within the thirty (30) day period.

STEWART TITLE

200710028

2. If the Transferee does not accept the offer embodied in the contract within the thirty (30) day period provided in paragraph 1 above, then the offer embodied in the contract shall be deemed withdrawn and the Transferor shall be free for a period of ninety (90) days from the expiration of the thirty (30) day period to sell or offer to sell the Property or such part thereof to third parties on terms not less favorable to the Transferor than those set forth in the contract free and clear of this Right of First Refusal. In the event the Property or such part thereof is not sold to a third party within the ninety (90) day period, then any further offer to sell or to purchase the Property or any part thereof must first be submitted to the Transferee in accordance with the provisions of paragraph 1.

3. In the event the Transferor shall, during the aforesaid ninety (90) day period (or during a subsequent ninety (90) day period as is provided in this paragraph 3), decide to revise the terms of its offer so that the Property or any part thereof shall be offered for sale upon terms less favorable to the Transferor than those contained in any contract previously submitted to the Transferee, or shall receive from a third party a bona fide offer to purchase the Property or any part thereof on less favorable terms, which offer the Transferor are willing to accept (such less favorable terms being hereinafter referred to as the "New Offer"), then the Transferor shall, with respect to each such New Offer, before offering the Property or such part thereof for sale to others on the terms embodied in the New Offer, or accepting the New Offer, as the case may be, offer to sell the Property or such part thereof to the Transferee on the terms contained in the then current New Offer. The terms of the New Offer shall be embodied in a new contract for the sale of the Property or such part thereof, which shall be submitted to the Transferees in accordance with the requirements of paragraph 1 above. If the Transferee shall not accept the New Offer within thirty (30) days after receipt of the new contract and the written notice referred to in paragraph 1 above, then the Transferor shall be free for a period of ninety (90) days from the expiration of the thirty (30) day period to sell or offer to sell the Property or such part thereof to third parties on terms not less favorable to the Transferor than those contained in the New Offer free and clear of this Right of First Refusal; provided, however, that in the event the Property or such part thereof is not sold to a third party within the ninety (90) day period, then any further offers with respect to the Property or any part thereof must be submitted to the Transferee in accordance with the provisions of paragraph 1.

4. Term. Unless sooner exercised or terminated, this Right of First Refusal shall automatically expire and terminate without the necessity of any further action or recording of release, or otherwise, by Transferor or Transferee on the date that is fifty (50) years from the date first set forth above.

5. Termination. The Right of First Refusal created hereby shall continue in full force and effect for the Term hereof, unless exercised or terminated sooner as provided herein or by an instrument executed by Transferee and Transferor or their respective heirs, successors and assigns, such termination to be evidenced by a duly and properly executed and acknowledged declaration recorded in the real property records of Fremont County, Colorado. Notwithstanding the foregoing or anything contained herein to the contrary, in the event Transferee declines or fails to exercise the Right of First Refusal in accordance with the terms hereof and Transferor

proceeds to convey the Property, or portion thereof to the bona fide third party purchaser, Transferee's right of first refusal shall immediately terminate and be of no further force or effect as to the Property or portion thereof conveyed.

5. Waiver. No consent or waiver, expressed or implied, by the parties to or of any breach or default by the other in the performance by the other of such person's obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such person of the same or any other of such person's obligations. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any such person in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of such person's rights hereunder.

6. Time. Time is of the essence of this Right of First Refusal and of each covenant thereof. Except as otherwise provided herein, the provisions of hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns, as the case may be. This Right of First Refusal contains the entire agreement between the parties and supercedes all prior agreements, verbal or written, and cannot be modified in any manner, except by an amendment in writing signed by the parties. This Right of First Refusal shall be construed under the provisions of Colorado law.

7. Assignability. The rights granted herein may be assigned by Transferor, only upon the prior written consent of the Transferee, which consent shall be in Transferee's sole and absolute discretion.

8. Non-Qualifying Transfer. Nothing contained herein shall prohibit, restrict or otherwise limit Transferor from renting, leasing, mortgaging, refinancing, placing a deed of trust against the Property or any portion thereof, transfer of the Property for estate planning purposes, platting, re-platting or placing any encumbrance or whatsoever kind or nature against the Property, or any portion thereof (collectively, "Non-Qualifying Transfer"). Any Non-Qualifying Transfer shall not require Transferee's prior consent or approval and shall not trigger Transferee's Right of First Refusal or any Notice requirements described herein.

9. Notices. All notices pursuant to this Right of First Refusal shall be deemed given when personally delivered to the party to whom it is directed during business hours on a business day or in lieu of personal delivery on the second business day after the same is deposited in the United States mail, postage prepaid, sent certified mail, return receipt requested, addressed as follows:

If to Transferor: Jacob Jon Bartelmay
 13810 E. Hampden Place
 Aurora, CO 80014

If to Transferee: James M. and Dianna J. Ross
19133 E. Geddes Ave.
Centennial, CO 80016-2100

Any party may change its address by giving notice of the changed address to the other party in the manner provided above. Except as otherwise specifically provided herein, the computation of any period of time which shall be required or permitted hereunder for Notice or any law for any Notice or other communication or for the performance of any term, condition, covenant, or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

10. Non-Business Day. If the date of closing or any other date of performance as described herein is to occur on a Saturday, Sunday, holiday, or other non-business day, or if any period of time set forth herein expires on a Saturday, Sunday, holiday, or other non-business day, then the closing or the expiration date of such period shall be the next business day.

11. Run with the Land. Subject to the terms and conditions contained herein, the rights granted herein and the provisions hereof shall run with the land for the Term hereof, unless exercised or terminated sooner as provided herein.

12. Recordation. This Right of First Refusal shall be recorded in the real property records of Fremont County, Colorado.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties have executed this Right of First Refusal effective as of the day and year first above written.

TRANSFEROR:

Jacob Jon Bartelmay
Jacob Jon Bartelmay
as attorney in fact

STATE OF COLORADO)
COUNTY OF Fremont) ss.

The foregoing instrument was acknowledged before me this _____ day of March, 2007, by Jacob Jon Bartelmay. *by John A. Bartelmay as attorney in fact*

WITNESS my hand and official seal.
My commission expires: 1-9-2010

[Signature]
Notary Public



TRANSFeree:

James M. Ross
James M. Ross
Dianna J. Ross
Dianna J. Ross

STATE OF COLORADO)
COUNTY OF Fremont) ss.

The foregoing instrument was acknowledged before me this 28 day of March, 2007, by James M. Ross and Dianna J. Ross.

WITNESS my hand and official seal.
My commission expires: 1-9-2010

[Signature]
Notary Public



Filed 03-12-86 11:08AM

Reception No 525105

BOOK 756 PAGE 309

MAY 1 1974

271679

NORMA HATFIELD, RECORDER 21.00
ARTICLES OF INCORPORATION

OF

GLEN-VISTA PROPERTY OWNERS ASSOCIATION, INC.

The undersigned, acting as the incorporator of a corporation under the Colorado Non-Profit Corporation Act, Article 24 of Chapter 31, Colo. Rev. Stat. 1963, hereby adopts the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is:

GLEN-VISTA PROPERTY OWNERS ASSOCIATION, INC.

SECOND: The period of its duration is perpetual.

THIRD: The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are primarily to promote the common good and general welfare of the owners and residents within the various Glen-Vista Subdivisions, Fremont County, Colorado, hereinafter referred to as the "Properties", and to bring about civic betterment and social improvements, and for these purposes to:

a. own, acquire, build, improve, operate and maintain the "common facilities", as more particularly described in a Declaration of Covenants, Conditions Restrictions and Lien of Glen-Vista Property Owners

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Association, Inc. (the "Declaration"), to be recorded hereafter in the Office of the County Clerk and Recorder of Fremont County, Colorado;

b. maintain roads not maintained by governmental authority;

c. fix assessments to be levied against the Properties;

d. enforce any and all covenants, restrictions, liens for the benefit of the corporation and agreements applicable to the Properties, whether contained in the Declaration or not;

e. pay taxes, if any, on the common facilities; and,

f. insofar as permitted by law, do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of all of the residents and owners of the Properties.

FOURTH: Provisions for the regulation of the internal affairs of the corporation, including provisions for the distribution of assets on dissolution or final liquidation, are:

1. Members and Voting. The membership of the corporation shall consist of such classes of members as may be provided for in the By-Laws and/or the Declaration. The rights, priorities and obligations of members shall be such as prescribed by the By-Laws and the Declaration. Cumulative voting of members in the election of directors shall not be allowed.

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2. Management. The affairs of the corporation shall be managed by its Board of Directors.

3. Prohibited Activities and Distribution of Assets. No part of the income or net earnings of the corporation shall be distributable to or inure to the benefit of its members, directors, officers, or any individual; provided, however, that reasonable compensation may be paid for any services rendered to the corporation, and payments and distributions may be made in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income taxation under the provisions applicable to this corporation of Section 501(c) of the Internal Revenue Code of 1954, as amended, (or the corresponding provision of any future United States or Colorado law). In the event of dissolution of the corporation, the property and assets thereof remaining, after providing for all obligations and liabilities

of the corporation, shall then be disposed of exclusively for the purposes of the corporation in such manner, or to such organization or organizations exempt from taxation under Section 501(c) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States or Colorado law) as shall be determined by the Board of Directors.

4. By-Laws. The By-Laws of the corporation shall govern its internal affairs. The By-Laws shall conform to law and the provisions of these Articles of Incorporation.

FIFTH: The address of the initial registered office of the corporation is 1415 Denver Club Building, 518 Seventeenth Street, City and County of Denver, Denver, Colorado 80202; and the name of its initial registered agent at such office is W. V. Carpenter.

SIXTH: The number of directors constituting the initial Board of Directors of the corporation is three and the names and addresses of the persons who are to serve as the initial directors are:

Thomas J. Glennon
306 Greenwood Plaza North
Englewood, Colorado 80110

Lillian M. Glennon
306 Greenwood Plaza North
Englewood, Colorado 80110

Thomas J. Glennon, Jr.
306 Greenwood Plaza North
Englewood, Colorado 80110

A change in the number of directors may be made by amendment to the corporation's By-Laws.

SEVENTH: The name and address of the incorporator is:

W. V. Carpenter
1415 Denver Club Building
Denver, Colorado 80202

DATED: May 1, 1974.

W. V. Carpenter
W. V. Carpenter

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on this 1st day of May, 1974, by W. V. Carpenter.

Witness my hand and official seal.

My commission expires 3/23/77

Margaret S. [Signature]
Notary Public



BOOK 756 PAGE 314



RECORDED
ROLL 265 PAGE

383

File Card 1500
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05-2-2 74653330001000

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FOR REPRODUCTION



STATE OF COLORADO
DEPARTMENT OF
STATE

I hereby certify that this is a true
and complete copy of the document
as filed in this office and admitted to
record in File No. 271679

DATED Mar 17, 1986

Patricia Hayes
Secretary of State

BY *Cleanor Dwyer*

PROTECTIVE COVENANTS
OF
GLEN-VISTA FILING NO. 7
FREMONT COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS, THAT GLEN-TERRA, INC., a Colorado corporation hereinafter called "Declarant"), being the owner of the real property described below, does hereby make and establish the following protective covenants applicable to said property, to run with the land as hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION
OF PROTECTIVE COVENANTS
BY GLEN-TERRA, INC. (Declarant)

The real property which is, and shall be conveyed, transformed, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements, as set forth in the various clauses and covenants of this declaration, is located in the County of Fremont, State of Colorado, and is more particularly described as follows:

All blocks, lots, streets, drives, roads and easements platted as Glen-Vista Filing No. 7 as recorded May 15, 1972, in the Office of the Clerk and Recorder of Fremont County, Colorado, Reception No. 392414.

ARTICLE II

GENERAL PURPOSES OF CONDITIONS

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

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

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

C. MINIMUM FLOOR AREA AND BUILDING HEIGHTS. No dwelling shall be erected, altered or placed on any tract with a ground floor area exclusive of patios, open porches or garages of less than 750 square feet external measurements, as defined in the Fremont County Building Code. The minimum floor area for a guest house shall be 300 square feet. The maximum height of any building shall be 2-1/2 stories.

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

E. PRESERVATION OF NATURAL TIMBER. Live trees shall not be removed or damaged, except as required for on-site construction.

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

G. EASEMENTS. Easements and rights of way as described on the recorded plat of Glen-Vista Filing No. 7 are reserved for poles, wires, pipes, and conduits for electricity, gas, telephone, sewer, drainage water, snow removal or any other utility purposes, together with the right of ingress and egress for further construction, maintenance and repair thereof along the side and rear lot lines of each lot contained in the said plat. No dwelling, improvement, material, equipment or refuse shall be placed on any part of said property within the area of the easements reserved.

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

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

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

K. SIGNS. No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two square feet designating the owner of any building site, one sign of not more than five square feet advertising the property for sale or rent, or signs used by Declarant or its agents to advertise the property.

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

M. MINING OPERATIONS. No oil, gas, coal, sand, gravel, or other mineral development, drilling, refining, quarrying, mining, crushing, manufacturing, or processing operations of any kind shall be permitted upon or in any portion of the property; nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted. The foregoing shall not be construed to prevent the drilling of water wells to serve the premises for domestic purposes.

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

O. TERMS OF COVENANTS. Each of the covenants, restrictions, and reservations set forth herein shall continue to be binding for a period of ten years from the date of filing hereof in the Office of the Clerk and Recorder of Fremont County, Colorado, and shall automatically be continued thereafter for successive periods of ten years each; provided, however, that the owners of seventy-five per cent of the lots which are subject to these covenants may release all or part of the land so restricted from any one or more of said restrictions, or may change or modify any one or more of said restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same in the Office of the County Clerk and Recorder of Fremont County, Colorado, at least one year prior to the expiration of the first ten-year period, or one year prior to the expiration of any successive ten-year period thereafter.

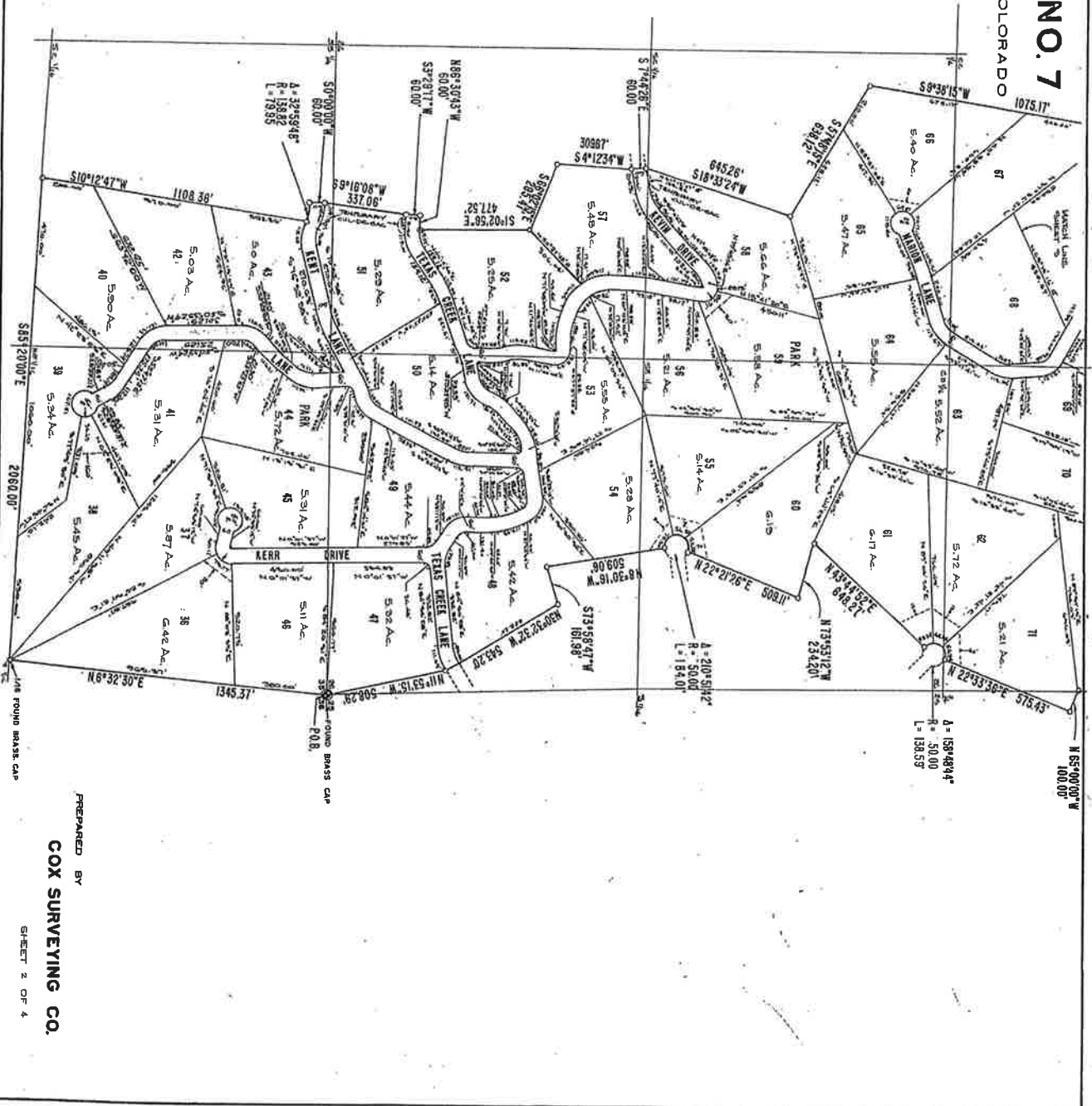
P. SEVERABILITY. Invalidation of any of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Q. LIMITATION OF LIABILITY. The liability hereunder of Declarant shall be limited to the value of the property owned by it in Glen-Vista Filing No. 7 at the time of such violation.

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

GLEN-VISTA FILING NO. 7

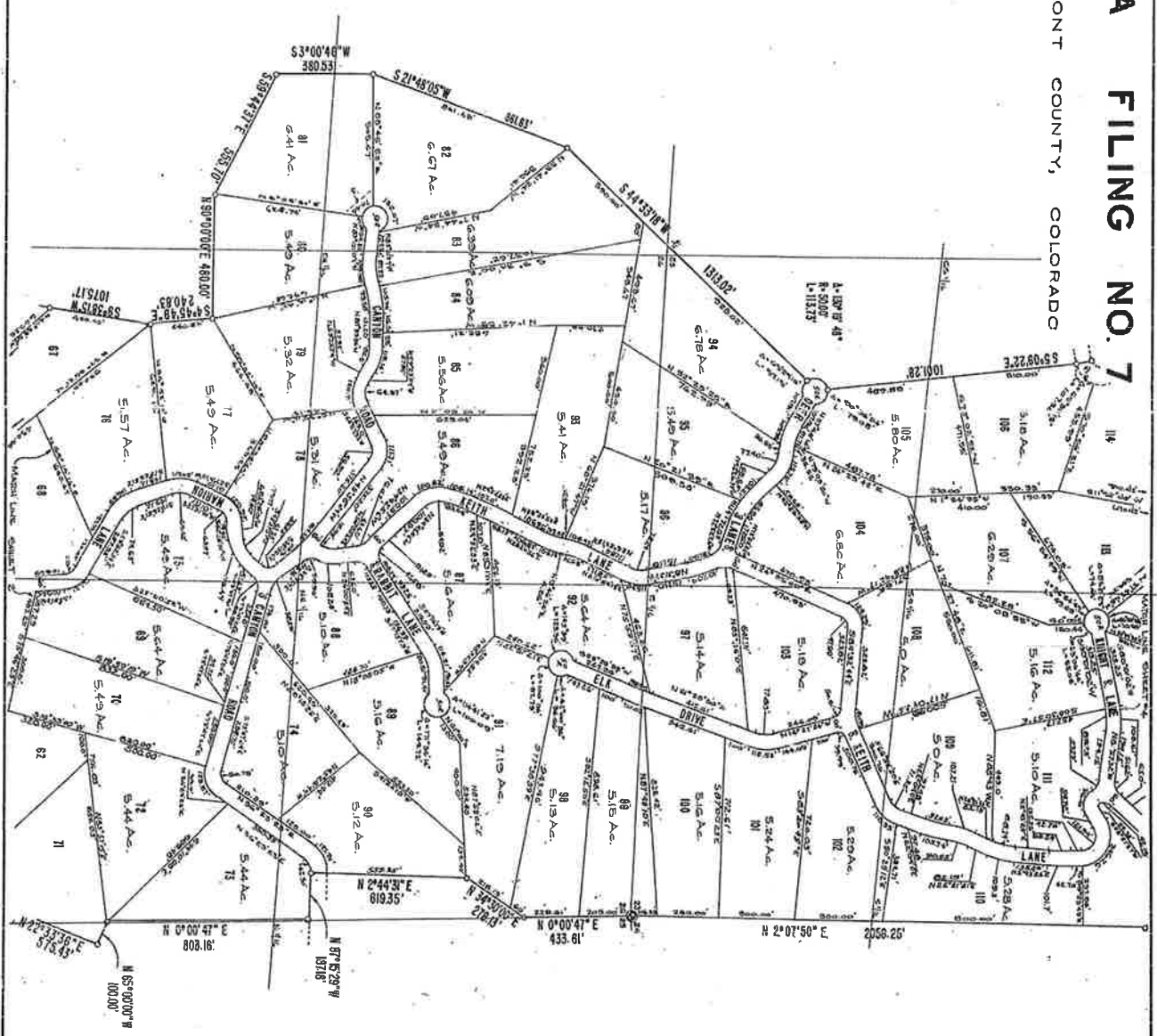
A SUBDIVISION IN FREMONT COUNTY, COLORADO



PREPARED BY
COX SURVEYING CO.
SHEET 2 OF 4

GLEN-VISTA FILING NO. 7

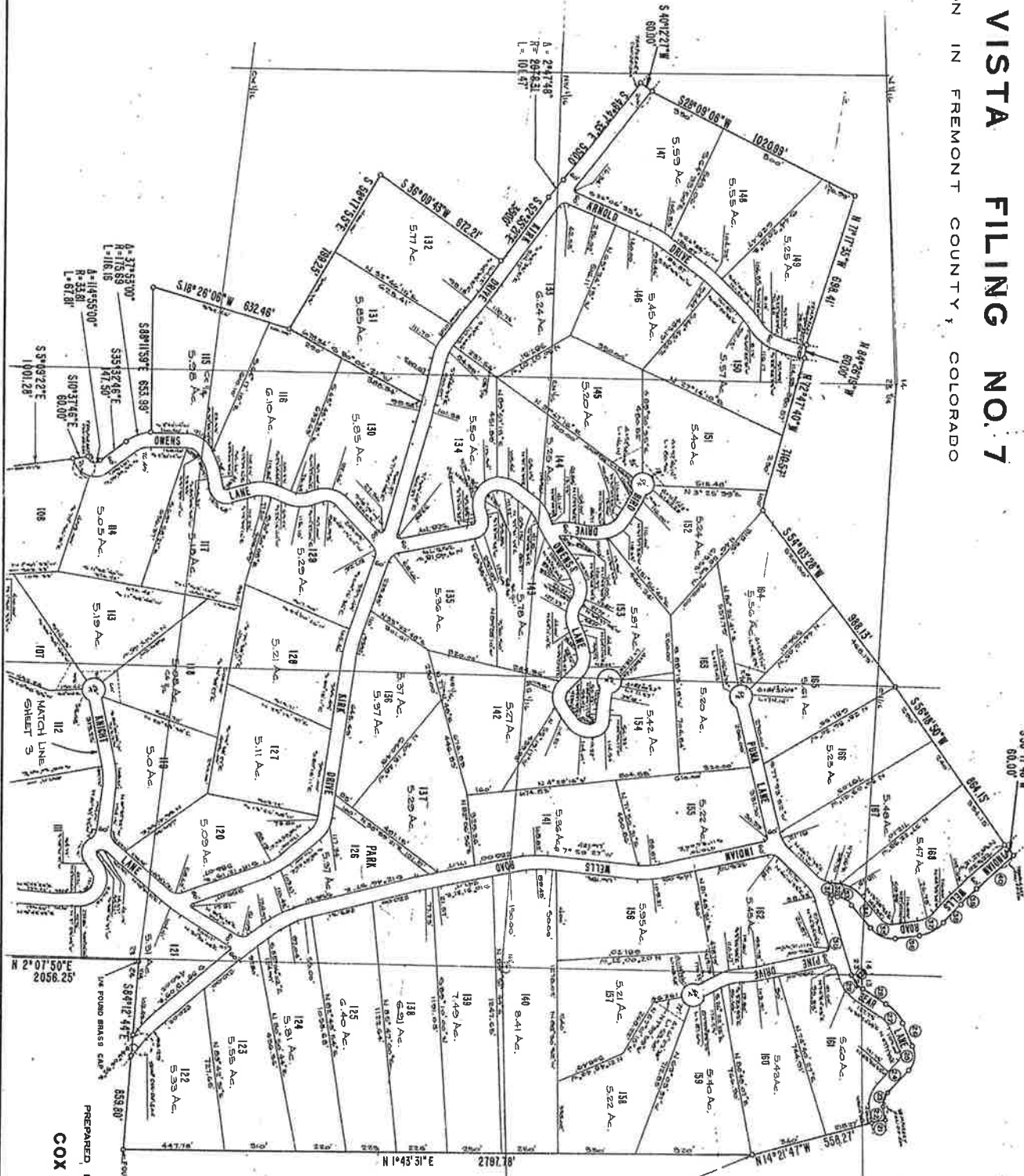
A SUBDIVISION IN FREMONT COUNTY, COLORADO



PREPARED BY
COX SURVEYING CO.
 COLORADO SPRINGS COLORADO
 SHEET 3 OF 4

GLEN - VISTA FILING NO. 7

A SUBDIVISION IN FREMONT COUNTY, COLORADO



- BOUNDARY - COMPISS 21 THRU 40**
- 21. N 8° 20' 11" W 60.00'
 - 22. S 81° 39' 49" W 86.00'
 - 23. A-S 52° 59' 18" R-70.31' L-65.02'
 - 24. N 45° 20' 53" W 141.75'
 - 25. A-S 67° 21' 32" R-105.03' L-123.48'
 - 26. S 67° 17' 35" W 103.00'
 - 27. A-S 42° 49' 32" R-109.15' L-114.44'
 - 28. S 34° 28' 03" W 127.15'
 - 29. A-S 39° 56' 02" R-107.62' L-173.01'
 - 30. S 74° 24' 05" W 361.00'
 - 31. A-S 112° 41' 55" R-32.28' L-6.65'
 - 32. N 70° 06' 00" E 23.70'
 - 33. A-S 44° 42' 33" R-91.50' L-71.46'
 - 34. N 51° 46' 33" E 142.54'
 - 35. A-S 91° 53' 35" R-171.31' L-121.95'
 - 36. N 72° 27' 00" W 116.89'
 - 37. A-S 37° 31' 30" R-177.19' L-118.05'
 - 38. N 44° 56' 30" W 116.06'
 - 39. A-S 51° 16' 18" R-105.10' L-97.17'
 - 40. N 39° 42' 12" W 225.60'
- FOUND BRASS CAP

PREPARED BY
COX SURVEYING CO.
SHEET 4 OF 4

**ALTA COMMITMENT FOR TITLE INSURANCE**
issued by**ATTORNEYS TITLE GUARANTY FUND, INC.****NOTICE**

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, ATTORNEYS TITLE GUARANTY FUND, INC., a Colorado company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this commitment and will be provided to said consumer upon request and payment of any applicable fee.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.

ERIC R. MORGAN
PRESIDENTJEAN WARD
SECRETARY

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT:

Andrea Webb, 831 Royal Gorge Blvd #329, Cañon City CO 81212, Phone: (719) 285-0324, Fax: (719) 454-2564

PCCO202404004032N

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by ATTORNEYS TITLE GUARANTY FUND, INC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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LAND TITLE
ASSOCIATION**



COMMITMENT CONDITIONS

1. DEFINITIONS
 - a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. COMPANY'S RIGHT TO AMEND
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. LIMITATIONS OF LIABILITY
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Fredrickson Webb Attorneys Title, LLC
Issuing Office: 831 Royal Gorge Blvd #329 , Cañon City CO 81212
Issuing Office's ALTA® Registry ID: 1224456

Commitment Number: PCCO202404004032N
Issuing Office File Number: FWAT-00168-A
Property Address:88 Blair Way, Cotopaxi, Colorado 81223

Revision Number: 1

SCHEDULE A

1. Commitment Date: April 10, 2024 @ 7:45 a.m.

2. Policy to be issued:	Premium
A. , Amount	
Proposed Insured:	
Certificate of Taxes Due	\$10.00
Endorsements:	\$0.00
Additional Charges:	\$
Total	\$ TBD

3. The estate or interest in the Land at the Commitment Date is: Fee Simple

4. The Title is, at the Commitment Date vested in: John A. Bartelmay and Lynn L. Bartelmay

5. The Land is described as follows:

See Schedule C attached hereto.

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ISSUED BY

ATTORNEYS TITLE GUARANTY FUND, INC.

FREDRICKSON WEBB ATTORNEYS TITLE, LLC
831 Royal Gorge Blvd #329
Cañon City CO 81212
PH: (719) 285-0324

BY:

Eric R. Morgan
President

3010

(member no.)

Authorized Signatory

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:

Andrea Webb, 831 Royal Gorge Blvd #329 , Cañon City CO 81212, Phone: (719) 285-0324, Fax: (719) 454-2564

Commitment Number: PCCO202404004032N

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SCHEDULE B, PART I—Requirements

All the following are the Requirements that must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. A Certification of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92-143, CRS 10-11-122).
6. Note: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22.604.5 (non-resident withholding).
7. Note: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch. The clerk and recorder may refuse to record or file any document that does not conform.
8. Note: All conveyances (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This Declaration must be completed and signed by the grantor (seller) or grantee (buyer).
9. This transaction may be subject to a Geographic Targeting Order ('GTO') issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

10:

NOTE: The following is provided for informational purposes, only. The 24 Month Chain of Title reports these conveyances forming said Chain of Title: NONE

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by ATTORNEYS TITLE GUARANTY FUND, INC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**AMERICAN
LAND TITLE
ASSOCIATION**





SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Terms, conditions, provisions, agreements and obligations specified under the Articles of Incorporation of Glen-Vista Property Owners Association, Inc. recorded on March 12, 1986 in book 756 at page 309, reception number 525105.
8. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the instrument recorded on July 25, 1974 at in book 565 at page 255, reception number 407711.
9. Any and all notes, easements and recitals as disclosed on the plat of Glen-Vista Filing No. 10 recorded at reception number 392414
10. Taxes for the year 2023, now due and payable but not yet delinquent, and taxes for the subsequent years, not yet due and payable.

NOTE: Upon compliance with underwriting requirements, exceptions numbered will be omitted from the Final Policy to be issued hereunder.

The Owner's policy to be issued hereunder will contain, in addition to the items set forth in Schedule B - Section 2, the following items: (1) the mortgage, if any, required under Schedule B - Section 1, Item (c); (2) unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; (3) any and all unpaid taxes, assessments and unredeemed tax sales.

Note: Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H requires that every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

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Note: The following disclosures are hereby made pursuant to §C.R.S. 10-11-122

- i. The subject property may be located in a special taxing district
- ii. A Certificate of Taxes Due listing each tax jurisdiction shall be obtained from the county treasurer of the county treasurer's authorized agent
- iii. Information regarding special districts and the boundaries of such districts may be obtained from the board of county commissioners, the county clerk and recorder or the county assessor.

Note: If there is recorded evidence that one or more mineral estates has been severed, leased or otherwise conveyed from the surface estate of the subject property described in Schedule A of this Commitment, there is a substantial likelihood that a third party holds some or all of the ownership interest in oil, gas or other minerals or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the surface of the subject property without the surface owner's permission.

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Attorneys
Title Guaranty
Fund, Inc.

Privacy Policy

ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to non-public personal information about you to those individuals and entities who need to know that information to provide

products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

Changes to this Privacy Policy

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

SCHEDULE C

File #: FWAT-00168-A

Lot 325, Glen-Vista, Filing No. 10, according to the recorded plat thereof, Fremont County, Colorado

Tax Parcel No. R024886

SPECIAL WARRANTY DEED
(continued)

STATE OF COLORADO

COUNTY OF Avapalae

The foregoing instrument was acknowledged before me this 7th day of January, 2022, by James M Ross and Dianna J. Ross.


Notary Public

My Commission Expires: 09/15/2024

(SEAL)

BRYANNA SALGADO REYES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204031983
MY COMMISSION EXPIRES 09/15/2024

Filed for record the 25th day of July A.D. 1971 at 8:03 A.M. NORMA HATFIELD Recorder
Reception No. 437711 Book 566 Page 255 Paddy Dawkins Deputy
32.00

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

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

WITNESSETH:

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

All lots in Glen-Vista Filing No. 9,
Glen-Vista Filing No. 10 and Glen-Vista
Filing No. 11, according to the recorded
plats thereof;

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

ARTICLE I

DEFINITIONS

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

corporation, and its successors and assigns.

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

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

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

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

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

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

(d) erosion control dams, reservoirs and easements for access thereto; and

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

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

ARTICLE II

PROPERTY RIGHTS

Section 1. OWNER'S RIGHTS. Every owner shall have a right to use and to benefit from the common facilities. Such right

shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

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

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

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

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

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

Section 3. PERSONAL PROPERTY. The Association may acquire and hold for the use and benefit of all members of the

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have three classes of voting memberships:

Class A. Class A members shall be all owner's with the exception of Declarant. Each Class A membership shall be entitled to one vote for each Lot owned on every

matter to come before the membership, except those matters to be decided exclusively by Class B members.

Class B. Class B members shall be those Class A members who elect to become Class B members. Assumption of Class B membership shall be in addition to Class A membership and a Class B member may vote his Class A membership on all matters to be decided by the Class A members and may vote his Class B membership on all matters to be decided by the Class B members. However, on each matter to come before the membership, a Class B member shall have only one vote, to be cast either as a Class A or Class B vote, as the case may be. To be eligible for Class B membership, an owner must meet the following criteria:

(a) be the owner of a Lot on which a water well has been drilled to a depth of at least 250 feet at a location approved by the well driller, which well does not yield at least one-half gallon of potable water per minute, as determined by a water well pump test and/or water purity test conducted by a reputable party or parties approved by the Association; and

(b) submit a written application for Class B membership to the Association on its approved forms, together with payment in full of an application fee of not less than \$50.00 nor more than \$250.00, as established by the Declarant from time to time until five Class B memberships have been issued, and thereafter as established by vote of the Class B members.

Class C. Class C members shall be Declarant and any grantee from Declarant who acquired four or more Lots.

Class C members shall be entitled to four votes for each Lot owned on all matters submitted to a vote of either the Class A or the Class B members. Class C membership shall cease and automatically be converted into Class A membership on the happening of either of the following events, whichever occurs first:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class C membership, or

(b) on January 1, 1980.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION

FOR ASSESSMENTS. The Declarant, for each Lot within the Properties, all of which are owned by the Declarant on the date of recording of this Declaration, hereby covenants, and each subsequent owner of any Lot, except only the Association, by acceptance of a contract or deed therefor, whether or not it shall be so expressed in such contract or deed, is deemed to covenant, that each of said Lots, except such Lots, or interests therein, as are owned by the Association, shall be and hereby is made subject to uniform assessments per lot (and not per acre) for the use and benefit of the Association and its members; and the Declarant and each subsequent owner covenants and agrees to pay to the Association (1) annual assessments, for Class A, B or C memberships, as applicable; and (2) special assessments for capital improvements. Such assessments shall become and constitute a lien on each Lot as of January 1 following the date such assessment is established, as to annual assessments, or as of the first day of the first month following the date such assessment is established, as to special assessments. The annual and special assessments, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of each owner of a Lot at the time the assessment became a lien. The personal obligation for delinquent assessments

shall not pass to an owner's successors in title unless expressly assumed by them.

Section 2. DECLARANT'S OBLIGATION. Declarant hereby agrees that it will assume and pay to the Association any operating deficit of the Association in excess of the Association's total annual assessments for any year in which Declarant is a Class C member of the Association for that entire year.

Section 3. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties, for the improvement and maintenance of the common facilities and roads in the subdivision and, in the case of Class B assessments, to accomplish the purposes set forth in Article VI below

Section 4. MAXIMUM ANNUAL ASSESSMENT. Until December 31, 1975, the maximum annual Class A assessment for all Class A members and their Lots shall be \$25.00 per Lot.

(a) On and after January 1, 1976, the maximum annual assessment may be increased each year by not more than 15% above the assessment for the previous year.

(b) The Board of Directors of the Association shall establish the annual Class A assessments at an amount not in excess of the maximum. An annual assessment in excess of the maximum may be established by the Board only upon approval of two-thirds of the entire membership of the Association.

(c) No maximum shall apply to the Class B members, who shall assess themselves annually in an amount adequate to cover the Class B budget, as approved by Class B vote only at a meeting of Class B members.

(d) The annual assessment for Lots of Class C members shall be 20% of the annual assessment for Lots of Class A members.

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Section 5. SPECIAL ASSESSMENTS. A special assessment for capital improvements shall be made only upon resolution of the Association's Board of Directors, followed by the approval of two-thirds of the entire membership of the Association.

Section 6. PAYMENT. The annual assessments provided for herein, whether Class A, B or C, shall be paid at the beginning of each 12-month period, commencing on January 1 of each year, and shall be delinquent if not paid by June 30 of that year; or such assessments may be paid and collected in monthly installments pursuant to a plan adopted by the Board of Directors of the Association. Special assessments shall be due on the date they become a lien and shall be paid and collected in such installments with such dates of delinquency as may be provided in the resolution establishing same. An owner who purchases a Lot between January 1 and June 30 of any year shall pay the full annual assessment for that year; and an owner who purchases a lot between July 1 and December 31 shall pay one-half the annual assessment for that year. The annual assessment against each Lot shall be fixed at least thirty (30) days in advance of each January 1; provided, however, that the annual assessment for the Association's first fiscal year, ending December 31st next after the date of its incorporation may be fixed at any time prior to the end of said year and shall be collected with the following year's assessment. Written notice of all annual and special assessments shall be furnished to every Owner. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid, and such certificate shall be binding upon the Association with respect to any purchaser relying thereon.

Section 7. EFFECT ON NONPAYMENT OF ASSESSMENTS. Any assessment not paid on or before the delinquency date shall bear interest thereafter at the rate of 10 percent per annum until paid. The Association may bring an action to collect all delinquent assessments against the Owner personally obligated to pay the same,

or foreclose the assessment lien against such owner's Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common facilities or abandonment of his Lot. In addition to any other remedies herein or by law provided, the lien herein established may be foreclosed by an action in the court having jurisdiction over the Properties in the manner of foreclosure of common law mortgages pursuant to the statutes of the State of Colorado, and subject to all the rights and duties therein provided, including redemption.

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES.

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

ARTICLE V

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. AUTHORIZATION. Annexation of additional lands to the Properties shall require only the assent of the Class C members, so long as Class C memberships are in existence. Upon extinguishment of Class C memberships, annexation shall require the assent of both the Class A members and the Class B members, if any, voting as a class, at a meeting duly called in accordance with the By-Laws of the Association; provided, however, that if within

six years of the date of recording of this Declaration, the Declarant should develop additional lands within Fremont County, such additional lands may be annexed to said Properties without the assent of the Class A and Class B members.

Section 2. METHOD OF ANNEXATION. The annexations authorized hereunder shall be made by filing for record a Supplementary Declaration of Covenants with respect to the annexed lands, which shall extend the scheme of these Covenants to such additional property. A Supplementary Declaration may contain such additions to the Covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties, provided such are not inconsistent with the scheme of this Declaration. In no event shall any Supplementary Declaration revoke, modify or amend the Covenants established by this Declaration or any prior Supplementary Declaration without approval of the Association pursuant to a vote of its members, as provided in Section 3, Article IX below.

ARTICLE VI

SPECIAL CLASS B PROVISIONS

Section 1. RIGHTS OF CLASS B MEMBERS. Upon assuming Class B membership, an owner shall share with the other Class B members the exclusive right to the use and benefit of the common facilities for water supply, as described in subparagraph (a) of Section 4, Article I above, together with such additional facilities as may be added thereto from time to time (hereinafter referred to as the "Class B facilities"). Each Class B membership shall have the right to draw such quantity of water from the Class B facilities on a "first come, first served" basis, as and if water is available, as the Class B members shall determine from time to time, provided, always, that the allowed withdrawal of water from the Class B facilities shall not be permitted to exceed an average of 200 gallons per day per existing Class B membership.

Section 2. USE OF CLASS B FACILITIES. The Class B facilities are hereby dedicated to and shall be maintained exclusively

for the use and benefit of the Class B members; provided, however, that the Class B members, by a two-thirds vote thereof, or the Class C members (or Class A members by majority vote if there be no Class C members) if there be less than 30 Class B memberships, may, but shall not be required to, grant to other members or non-members joint or partial use and benefit of the Class B facilities along with Class B members, if any, upon such terms and subject to such assessments, dues, payments and obligations for varying periods of time as said controlling members may hereafter determine, subject to the right of termination of such privileges upon a two-thirds vote of Class B members at any time thereafter when 30 or more valid Class B memberships are in existence. Subject to payment of reasonable compensation, as determined by its Board of Directors, the Association and its designees shall always have the right to use the Class B facilities for purposes of fire suppression and prevention, or other emergencies.

Section 3. CONTROL OF CLASS B FACILITIES. Except as otherwise provided in this Declaration, the control of Class B facilities shall be vested exclusively in the Class B members. Until such time as the first Class B membership is issued, such control shall be vested in the Class C members, if any, or if none, then in the Class A members. Any matter affecting the Class B facilities, including but not limited to a disposition thereof pursuant to the provisions of subparagraph (c) of Section 1, Article II above, shall be decided by the Class B members, voting as a class, except as may otherwise be provided herein or in the Association's Articles of Incorporation.

Section 4. OBLIGATIONS OF CLASS B MEMBERS. In consideration of the special rights and benefits granted Class B members hereunder, the Class B members shall have the sole and continuing obligation to pay Class B assessments levied against the Lots of Class B members only, as provided above in subparagraph (c) of Section 4, Article IV (which assessments shall be in addition to the Class A assessments levied against those same Lots). Such Class B assessment shall constitute a lien against the Lot of the Class B member and shall be collected and enforced in the same manner and to the same effect as Class A assessments. If a Class B member elects to terminate

his Class B membership, he shall so notify the Board of Directors and every other Class B member in writing, and shall pay in full any unpaid Class B assessments for the year in which such termination occurs, plus unpaid Class B assessments, if any, for all prior years. The payments attributable to Class B assessments, together with such funds, if any, as may be generated by the use of Class B facilities by non-Class B members, shall be adequate to (a) maintain, repair and replace all Class B facilities; and (b) pay the costs of power, fuel, labor and supplies necessary to operate the Class B facilities on a continuing basis. For this purpose, the Treasurer of the Association shall maintain a separate accounting of all funds generated by Class B assessments and operations which shall be used solely for purposes in accord with the Class B rights and obligations, as herein set forth and as provided in the By-Laws of the Association.

ARTICLE VII

GENERAL RESPONSIBILITIES

Section 1. COMMON FACILITIES. The Association is herewith charged with the direct and continuing responsibility for maintenance, repair, replacement, operation, protection, extension and improvement of the common facilities. Without limiting the generality of the foregoing sentence, such responsibility shall include the following:

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

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

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

Section 2. ROAD CONSTRUCTION AND MAINTENANCE. Until responsibility for maintenance and plowing of roads in the Properties shall be assumed by governmental authority, the Association shall be responsible therefor; provided, however, that Declarant shall maintain the roads (but shall not plow snow) during the period that Declarant holds Class C membership. The Association may undertake road construction and improvements as a capital expenditure requiring special assessment, as hereinabove provided.

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

ARTICLE VIII

INSURANCE AND INDEMNIFICATION

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

(24)

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

ARTICLE IX

GENERAL PROVISIONS

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

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

Section 3. AMENDMENT. The covenants, conditions and restrictions of this Declaration shall run with the land for a term of ten years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years each; provided, however, that the owners of three-fourths of the Lots in the Properties subject hereto (including Properties hereafter annexed, if any) may amend, modify or terminate any portion

Filed 03-12-86 11:08AM

Reception No 525105

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NORMA HATFIELD, RECORDER 21.00

In the Office of the Secretary of State of the State of Colorado 383

MAY 1 1974

271679

ARTICLES OF INCORPORATION

OF

GLEN-VISTA PROPERTY OWNERS ASSOCIATION, INC.

The undersigned, acting as the incorporator of a corporation under the Colorado Non-Profit Corporation Act, Article 24 of Chapter 31, Colo. Rev. Stat. 1963, hereby adopts the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is:

GLEN-VISTA PROPERTY OWNERS ASSOCIATION, INC.

SECOND: The period of its duration is perpetual.

THIRD: The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are primarily to promote the common good and general welfare of the owners and residents within the various Glen-Vista Subdivisions, Fremont County, Colorado, hereinafter referred to as the "Properties", and to bring about civic betterment and social improvements, and for these purposes to:

a. own, acquire, build, improve, operate and maintain the "common facilities", as more particularly described in a Declaration of Covenants, Conditions Restrictions and Lien of Glen-Vista Property Owners

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Association, Inc. (the "Declaration"), to be recorded hereafter in the Office of the County Clerk and Recorder of Fremont County, Colorado;

b. maintain roads not maintained by governmental authority;

1. fix assessments to be levied against the Properties;

d. enforce any and all covenants, restrictions, liens for the benefit of the corporation and agreements applicable to the Properties, whether contained in the Declaration or not;

e. pay taxes, if any, on the common facilities; and,

f. insofar as permitted by law, do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of all of the residents and owners of the Properties.

FOURTH: Provisions for the regulation of the internal affairs of the corporation, including provisions for the distribution of assets on dissolution or final liquidation, are:

1. Members and Voting. The membership of the corporation shall consist of such classes of members as may be provided for in the By-Laws and/or the Declaration. The rights, priorities and obligations of members shall be such as prescribed by the By-Laws and the Declaration. Cumulative voting of members in the election of directors shall not be allowed.

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2. Management. The affairs of the corporation shall be managed by its Board of Directors.

3. Prohibited Activities and Distribution of Assets. No part of the income or net earnings of the corporation shall be distributable to or inure to the benefit of its members, directors, officers, or any individual; provided, however, that reasonable compensation may be paid for any services rendered to the corporation, and payments and distributions may be made in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income taxation under the provisions applicable to this corporation of Section 501(c) of the Internal Revenue Code of 1954, as amended, (or the corresponding provision of any future United States or Colorado law). In the event of dissolution of the corporation, the property and assets thereof remaining, after providing for all obligations and liabilities

of the corporation, shall then be disposed of exclusively for the purposes of the corporation in such manner, or to such organization or organizations exempt from taxation under Section 501(c) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States or Colorado law) as shall be determined by the Board of Directors.

4. By-Laws. The By-Laws of the corporation shall govern its internal affairs. The By-Laws shall conform to law and the provisions of these Articles of Incorporation.

FIFTH: The address of the initial registered office of the corporation is 1415 Denver Club Building, 518 Seventeenth Street, City and County of Denver, Denver, Colorado 80202; and the name of its initial registered agent at such office is W. V. Carpenter.

SIXTH: The number of directors constituting the initial Board of Directors of the corporation is three and the names and addresses of the persons who are to serve as the initial directors are:

Thomas J. Glennon
306 Greenwood Plaza North
Englewood, Colorado 80110

Lillian M. Glennon
306 Greenwood Plaza North
Englewood, Colorado 80110

Thomas J. Glennon, Jr.
306 Greenwood Plaza North
Englewood, Colorado 80110

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383

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STATE OF COLORADO
DEPARTMENT OF
STATE

I hereby certify that this is a true
and complete copy of the document
as filed in this office and admitted to
record in File No. 271679

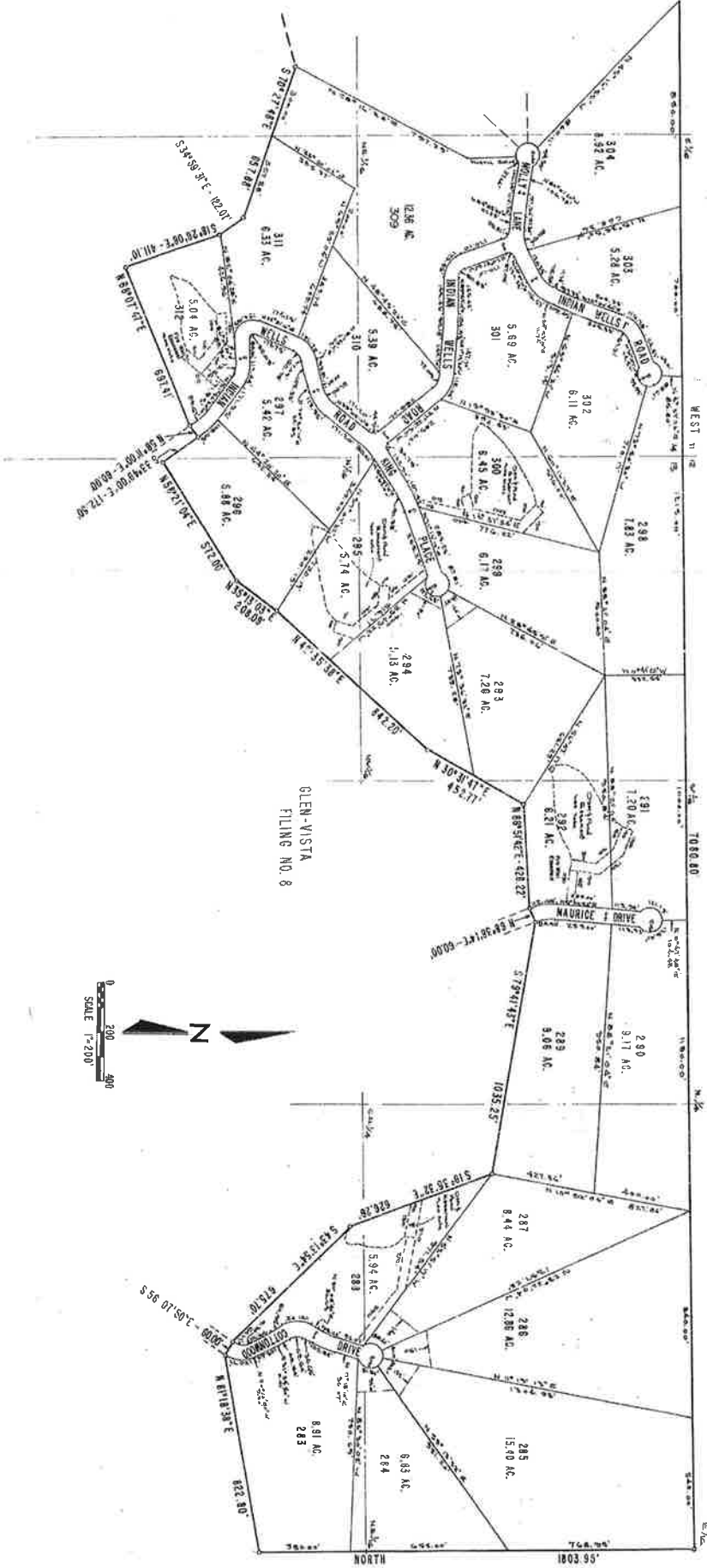
DATED Mar 7, 1986

Rafaela Reyes
Secretary of State

BY Cleason Buey

GLEN - VISTA FILING NO. 10

A SUBDIVISION IN FREMONT COUNTY, COLORADO



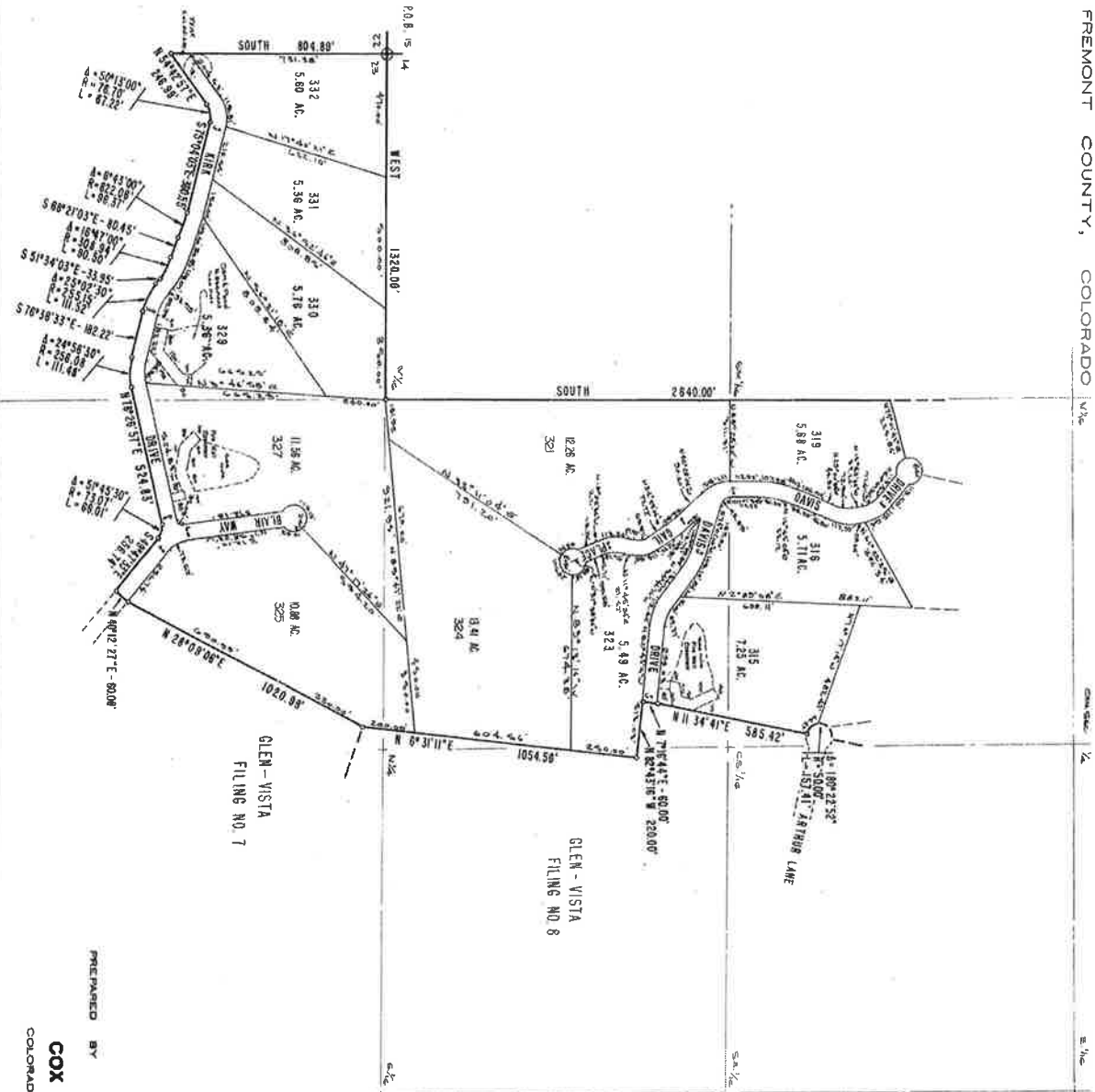
PREPARED BY
COX SURVEYING CO.
 COLORADO SPRINGS, COLORADO

LOTS IN SHEET 2 & 3 — 28
 TOTAL LOTS IN SUBD. — 43

SHEET 2 OF 3

GLEN - VISTA FILING NO. 10

A SUBDIVISION IN FREMONT COUNTY, COLORADO



LOTS IN SHEET 3 OF 3
TOTAL LOTS IN SUB'D 43

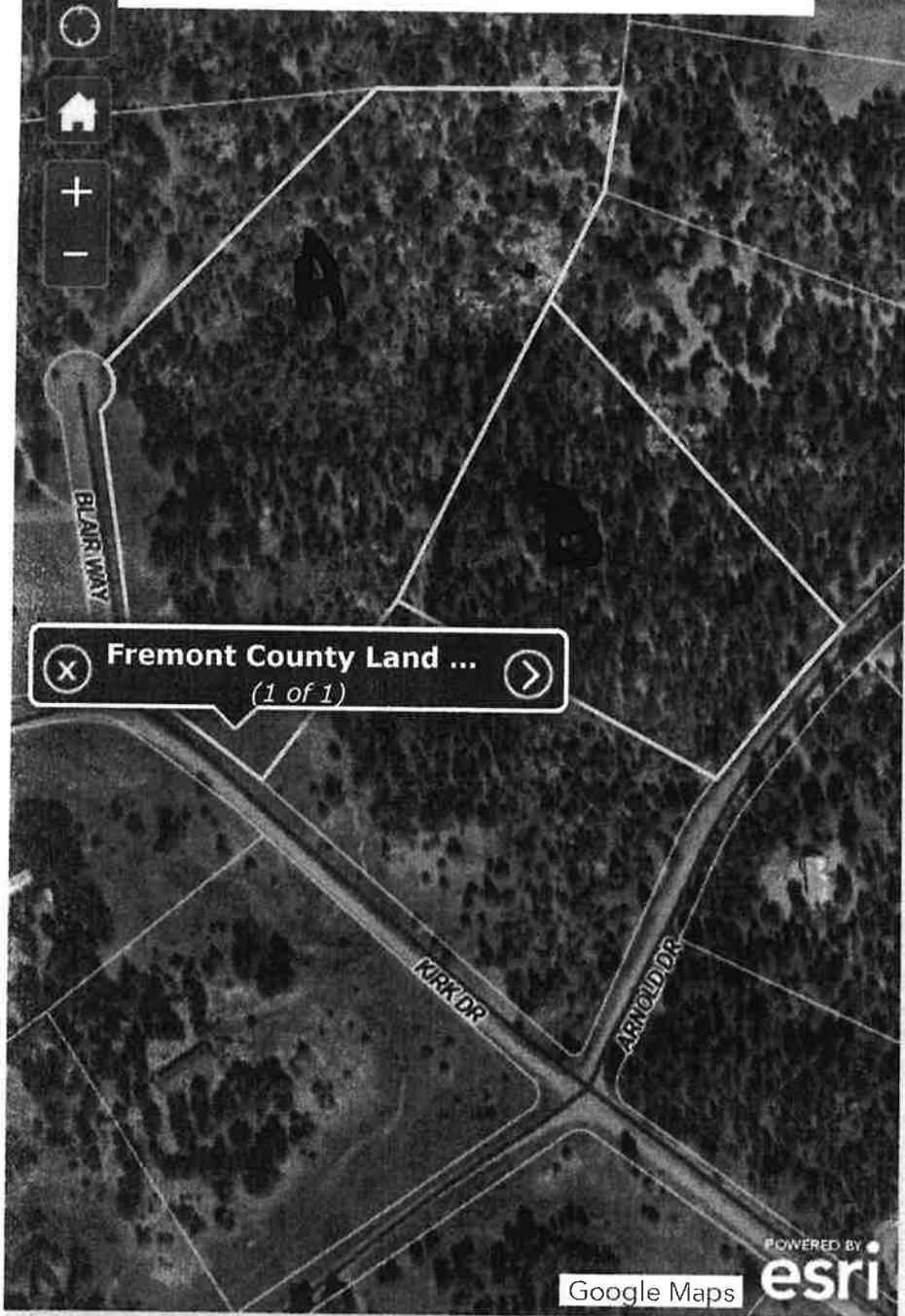
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COLORADO SPRINGS, COLORADO

FC Parcel Viewer



R024905 X Q

Show search results for R024905



PROPERTY
(A) 88 BLAIR WAY
(B) 1919 ARNOLD DR.

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