

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE-VAIL SUBDIVISION
FILINGS NOS. 1 AND 2 AND WHISKEY HILL**

Adopted: July 7, 1992 Johnnette Phillips Eagle County County Clerk, Colorado

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CONSENT AND APPROVAL	

All properties subject to the following declarations recorded in the office of the Clerk and Recorder, Eagle County1 Colorado:

1. Declaration of Protective Covenants for Eagle-Vail Subdivision Filing No. 1, recorded September 6, 1972 in Book 335 at Page 303;
2. Amendment to Declaration of Protective Covenants for Eagle-Vail Subdivision Filing No.1, recorded April 7, 1977 in Book 253 at Page 901;
3. Declaration of Protective Covenants for Eagle-Vail Subdivision Filing No. 2, recorded February 4, 1974 in Book 233 at Page 271; and
4. Declaration of Protective Covenants for Lots 16-38, Inclusive, Block 4, Eagle-Vail Subdivision Filing No. 2, recorded January 13, 1978 in Book 265 at Page 73.

**AMENDED AND RESTATED DECLARATIONS
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
EAGLE-VAIL SUBDIVISION FILING NOS. 1 AND 2
AND WHISKEY HILL**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") was approved by resolution of the Board of Directors of the Eagle-Vail Property Owners' Association on the day 2 of July, 1992, and shall become effective upon completion of the requirements stated in the Prior Declarations for their amendment.

WITNESSETH

WHEREAS, there exists certain Declaration of Protective Covenants for Eagle-Vail Subdivision, Filing No.1, recorded September 6, 1972 in Book 225 at Page 302, and an Amendment thereto, recorded April 7, 1977 in Book 253 at Page 901; and certain Declaration of Protective Covenants for Eagle-Vail Subdivision Filing No. 2, recorded February 4, 1974 in Book 233 at Page 271, and the additional Declarations relating thereto recorded January 13, 1978 in Book 265 at Page 73 (collectively, the "Prior Declarations"), the Prior Declarations being recorded in the office of the Clerk and Recorder, Eagle County, Colorado; and

WHEREAS, although the Declaration of Protective Covenants for Whiskey Hill was recorded July 20, 1977 in Book 257 at Page 605 upon the re-platting of a portion of Eagle-Vail subdivision Filing No. 1, the original Covenants as amended for Filing NO. 1 were never vacated and remain effective as to all Whiskey Hill properties; and

WHEREAS, there exists within the Properties currently subject to the Prior Declarations a commonality of present conditions concerning the dominant Residential character of the Properties, and a commonality of needs to preserve such dominant Residential character, recognizing that use of certain Properties within the area and subject to the Prior Declarations for commercial and recreational purposes is not inconsistent with the dominant Residential character of the Properties, provided that such uses are at an appropriate level and subject to appropriate conditions; and

WHEREAS, amending the Prior Declarations into a consolidated Declaration applicable to all Properties currently subject to the Prior Declarations will advance the purposes of the Prior Declarations and will more easily allow the purposes for which this Declaration is enacted to be met with greater consistency between areas; and

WHEREAS, the Prior Declarations require written consent of the owners of fifty-one percent (51%) of the land within the Properties and approval of the Board of County Commissioner. of Eagle County, Colorado to amend, terminate, or abandon such Prior Declarations; and

WHEREAS, the undersigned, constituting the Owners of more than fifty-one percent (51%) of the land included within the boundaries of each of the Subdivisions referred to in the Prior Declarations, desire to amend and restate the Prior Declarations in their entirety; and

WHEREAS, the undersigned intend to seek the approval of the Board of County Commissioners of Eagle County, of this Declaration.

NOW, THEREFORE, the Prior Declarations are hereby terminated and cancelled in their entirety and replaced and amended by the contents of this Declaration for the purposes of;

1. Consolidating the covenants, conditions and restrictions previously found in the Prior Declarations into a single Declaration to be applicable to all Properties currently subject to the Prior Declarations;
2. Creating and maintaining a reasonably quiet, desirable and pleasant Residential area while allowing within certain areas commercial and recreational uses which are properly restricted and not inconsistent with the Residential character of the area;
3. Protecting the appearance, health, safety, and convenience of the Residential area;
4. Guaranteeing the value, desirability, safety, attractiveness, and salability of the Properties;
5. Guaranteeing that the general plan and scheme for construction, improvement, development, use, and occupancy are maintained within the Properties: and
6. Ensuring that any and all new construction and uses are compatible with the intent to preserve the Residential character of the Properties, suitable and harmonious in architectural design with existing styles, and complementary to the natural environment of said Properties.

AND FURTHER, all of the Properties described on the attached Exhibit A, which is incorporated herein by this reference (which are the same Properties described in and subject to the Prior Declarations), shall be owned, held, sold, leased, transferred, used, improved, occupied, resided upon, hypothecated upon, and conveyed in accordance with and subject to all of the easements, restrictions, covenants, conditions, provisions, limitations, and agreements set forth in this Amended and Restated Declaration, all of which shall run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the above described Properties or any part thereof, their heirs, successors and assigns, whether or not it shall be expressed in the instrument or document through which their interest arises.

ARTICLE I

DEFINITIONS

Section 1. "Abandoned or Inoperable Automobiles or Vehicles" shall mean any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this shall not include vehicles parked by Owners while on vacation.

Section 2. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association.

Section 3 "Association" shall mean the Eagle-Vail Property Owners Association, a Colorado nonprofit corporation, its successors and assigns, as formed pursuant to the Articles of Incorporation, filed on August 19, 1988, as such Articles are amended from time to time and incorporated herein by reference; such Association being organized to pursue the purposes of this Declaration and perform all duties and powers provided for in this Declaration.

Section 4. "Bed and Breakfast" shall mean a business which accommodates guests in a Dwelling Unit in which the Bed and Breakfast proprietor, host, or manager lives on premises and is in residence during the Bed and Breakfast use.

Section 5. "Board" shall mean the Board of Directors of the Association, except as specifically used in reference to another entity.

Section 6. "Bylaw" shall mean the Bylaws of the Association.

Section 7. "Church Lot" shall mean a Lot which may be used solely for church uses and accessory uses which may include the construction of a building or group of buildings used for the gathering of persons for worship and purposes relating to worship, including deliberation, education, instruction, entertainment, or non-commercial

dining, and the construction of one (1) structure, containing no more than two (2) Dwelling Units, to be used for a parsonage/caretaker unit.

Section 8. "Commercial Building" shall mean a structure which is constructed on a Commercial Lot for the uses allowed for such Commercial Lot herein.

Section 9. "Commercial Lot" shall mean a parcel so designated on a plat of all or a part of the Properties, which may be used for multiple family Residential purposes, condominiums, apartments, retail shops, service shops (including automobile service stations), restaurants, motels, hotels, lodges, bed and breakfasts, medical clinics and professional offices.

Section 10. "Committee" shall mean the Design Review Committee of the Association created pursuant to this Declaration.

Section 11. "Duplex Lot" shall mean a Lot which may be used solely for Residential purposes and upon which not more than one (1) building containing not more than two (2) Dwelling Units, together with not more than two (2) Garages may be constructed.

Section 12. "Dwelling Unit" shall mean one (1) or more rooms in a building designed to be used and occupied by one (1) family living independently of any other family, having not more than one (1) indoor kitchen and cooking facility, to be used solely for Residential occupancy.

Section 13. "Four-plex Lot" shall mean a Lot which may be used solely for Residential purposes and upon which not more than one (1) building containing not more than four (4) Dwelling Units, together with not more than four (4) Garages, may be constructed.

Section 14. "Garage" shall mean a permanent accessory building or part of a main building used for storage of the private vehicles or boats of the occupant of the primary building to which the Garage is accessory, and which is totally enclosed.

Section 15. "Lot" shall mean any plot of land delineated upon the most recent, valid, applicable recorded subdivision map including all or a portion of the Properties, with the exception of public streets.

Section 16. "Member" shall mean every person or entity that holds membership in the Association.

Section 17. "Membership Property" shall mean each Vacant Lot, Church Lot, and Recreation Lot, constructed Dwelling Unit, or constructed Commercial Building. Where an Owner owns more than one Dwelling Unit on the same Lot, such ownership shall constitute only a single Membership Property.

Section 18. "Multi-Family Lot" shall mean a Lot which may be used solely for Residential purposes, upon which may be constructed a building or buildings to be used for Multi-Family Residential purposes (condominiums, townhouses, apartments, or other comparable uses), provided that the total number of Dwelling Units to be constructed on a particular Multi-Family Lot shall in no case exceed the number of Dwelling Units allowed for such Lot on the most recent, valid, applicable recorded plat.

Section 19. "Owner" shall mean the record Owner, whether one (1) or more persons or entities, of fee simple title to any Membership Property located within the Properties, including contract sellers, but excluding those having such an interest merely as security for the performance of an obligation. This Section does not prohibit an Owner from assigning his Member's interest in the Association, including voting rights, to the holder of a first mortgage as security.

Section 20. "Properties" shall mean that certain real property described on Exhibit A, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association in accordance with the terms and provisions of this Declaration.

Section 21. "Recreation Lot" shall mean a Lot or parcel delineated on a plat of all or a part of the Properties which may be used primarily for recreational purposes such as golf, swimming, picnicking, volleyball, open space and the like, and which may have constructed thereon buildings and facilities associated with such uses.

Section 22. "Residential" shall mean being characterized by, or used for, dwellings or homes in which families live on a regular and non-temporary basis.

Section 23. "Vacant Lot" shall mean a Lot which does not have a completed Dwelling Unit or other Commercial Building constructed thereon and is also not a Recreation or Church Lot.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Membership Property within the Properties shall be a Member of the Association and shall be subject to the Articles of Incorporation and Bylaws as they exist and may be amended from time to time; said Articles of Incorporation, having been filed on August 19, 1988, and Bylaws being incorporated herein by reference. Membership shall be appurtenant to and may not be separated from ownership of any Membership Property.

Section 2. Classes of membership. The Association shall have one (1) class of voting membership. All Owners shall be entitled to one (1) vote for each Membership Property owned. When more than one (1) person holds an interest in any Membership Property, all such persons shall be Members and the vote for such Membership Property shall be exercised as they determine, but in no event shall more than one (1) vote be cast. with respect to any such Membership Property, nor shall one (1) vote be entitled to be voted in fractions. The vote for a Membership Property held by more than one (1) person shall be voted only pursuant to a valid proxy signed by all partial owners. No person may vote more than one proxy.

Section 3. Meetings and Elections. Meetings and elections of the Association, the Board, and the Committee shall be held pursuant to the Articles of Incorporation and Bylaws.

ARTICLE III

USE REGULATIONS

Section 1. Land Uses. All Lots in the Properties shall, as provided in the Prior Declarations, fall within one (1) of the following six (6) land use categories. All Lots shall be categorized as denoted below.

Definition	Lot Description
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Duplex Lot	Eagle-Vail Subdivision Filing No.1:
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Block 1, Lots 10-72, inc.:

Block 2,

Block 3,

Block 3,

Block 3,

Tract F,

Block 3,

Block 6,

Block 6,

Block 6,

Block 7,

Block 8,

Lots 1-7, inc.;

Lots 1-15, inc.;

Lots 28-72, inc.;

Lots 74-101, inc.;

Lots 110-126, inc.;

Lots 1-11, inc.;

Lots 14-20, inc.;

Lot 28;

Lots 1-6, inc.;

Lots 1-6, inc.

Eagle-Vail Subdivision Filing No.2:

Block 1, Lots 1-19, inc.;

Block 1, Lots 24-51, inc.

Block 1, Lots 53-79, inc.;

Block 2, Lots 7-21, inc.;

Block 3 Lots 13-42, inc.;

Block 4, Lots 1-15, inc.;

Block 4, Lots 16-38, inc.;

Block 5, Lots 42-97, inc.

Whiskey Hill Subdivision:

Lots 1-34

Four-Plex Lot Eagle-Vail Subdivision Filing No.1:

Block 1, Lots 3-9, inc.;

Block 3, Lots 16-27, inc.;

Block 3, Lots 102-104, inc.;

Block 4, Lots 1-8, inc.;

Block 5, Lots 1-14, inc.

Eagle-Vail Subdivision Filing No. 2:

Block 1, Lots 20-23, inc.;

Block 1, Lot 52;

Block 2, Lots 3-6, inc.;

Block 3, Lots 1-12, inc.;

Block 4, Lots 40 and 41.

Multi-Family Lot Eagle-Vail Subdivision Filing No. 1:

Block 3, Lots 73 and 105;

Block 3, Lots 106-109, inc.;

Block 6, Lots 35-38, inc.;

Tracts G, J, and K.

Eagle-Vail Subdivision Filing No. 2:

Block 1, Lot 80;

Block 2, Lots 1 and 2;

Block 2, Lot 1 A;

Block 2, Lot 22.

Whiskey Hill Subdivision:

Lot 35

Commercial Lot Eagle-Vail Subdivision Filing No. 1:

Block 1, Lots 1 and 2;

Block 9, Lots 1-4, inc.

Eagle-Vail Subdivision Filing No. 2:

Block 4, Lot 39.

Recreation Lot Eagle-Vail Subdivision Filing No. 1:

Tracts A, B, C, D, E and I.

Block 6, Lot 34.

Eagle-Vail Subdivision Filing No. 2:

Tract H.

Church Lot

Section 2. Public Recreation Use. Notwithstanding the other provisions of this Article, any Lots or other Property owned by the Eagle-Vail Metropolitan District may be used for public recreational purposes.

Section 3. Combined Multi-Family/Church Use. Notwithstanding the other provisions of this Article, and regardless of the land use categories noted in Article III, Section 1, that property described as Tract A, Lot 1 A, Block 2, Eagle-Vail Subdivision Filing No. 2 may be used for Multi-Family uses and Church Lot uses.

Section 4. Use Restrictions and Setbacks. Except as otherwise permitted by law, each Lot shall be subject to the use restrictions, setback requirements, and other requirements adopted by the Board of County Commissioners from time to time (the "PUD Guidelines") to the extent that such PUD Guidelines are more restrictive or require a higher standard of conduct.

Section 5. Drainage and Grading. All plans and specifications for the construction of improvements on a Lot, and the actual construction of such improvements, shall maintain all drainage easements and rights-of-way within the Properties clear and unobstructed. Further, all grading on a Lot shall be done with a minimum of disruption to the Lot and shall not drain surface water to adjoining Lots unless along a natural drainage path, nor shall grading cause soil erosion. Grading shall be confined to each Lot and shall be subject to review by the Committee. Upon written application to the Committee, variances may be granted to the requirements of this Section which contain conditions which adequately mitigate drainage and erosion concerns.

Section 6. Changes in Land Use Categories. The use category applicable to any Lot may be changed by a majority vote of the Board provided that such change is requested or approved by the Owner of the Lot, notice of such proposed change is given to the Owners of all adjacent Lots prior to a hearing by the Board to consider the change, and a hearing held by the Board at which all interested persons may appear and address the Board on the proposed change. Any changes in the land use categories applicable to the various Properties shall be recorded with the Clerk and Recorder of Eagle County.

ARTICLE IV

DESIGN REVIEW COMMITTEE

Section 1. Composition of Committee. The Design Review Committee shall consist of between three (3) and five (5) persons, as determined by the Bylaws from time to time, to be appointed by the Board. A majority of the Committee may designate a representative to act for it.

Section 2. Review by Committee. No Commercial Building, building, home, Dwelling Unit, church, structure, out-structure, or any attachment to an existing structure, whether a residence, an accessory building, a tennis court, a swimming pool, fence, wall, barrier, exterior lighting facility, athletic facility, or other similar improvement or attachment or sign, shall be constructed upon the Properties; no alteration of the exterior of a structure shall be made, including change of color, no significant landscaping or substantial change in landscaping, and no change in the final grade shall be made, unless complete plans and specifications therefore (said plans and specifications to show exterior design, height, materials, color, location of the structure or addition to the structure plotted horizontally and vertically, location and size of driveways, general plan of landscaping, fencing walls, windbreaks, and the grading plan) shall have been first submitted to and approved in writing by the Committee. The Committee shall exercise its best judgment to the end that all attachments, improvements, construction, landscaping, and alterations to structures and on lands within the Properties conform to and harmonize with existing surroundings and structures and fulfill the purposes for which this Declaration is enacted. The Committee may from time to time create development guidelines which will set forth the design requirements for the construction of any improvements. If such guidelines are created, no plans shall be approved by the Committee unless they are in compliance with such guidelines or otherwise specifically agreed to by the Committee in writing.

Section 3. Procedures. The Committee shall in writing approve or disapprove all plans, or request additional information or clarification, within forty-five (45) days after submission. In the event that the Committee fails to

approve or disapprove such design and location, or disapprove pending receipt of additional information or clarification, within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with, except that any variances from guidelines created by the Committee pursuant to Section 2 above must be approved in writing by the Committee.

Section 4. Vote. A majority vote of the Committee is required to approve any proposed action subject to the Committee's review, unless the Committee has designated a representative to act for it, in which case the decision of the representative shall control. However, any decision by the representative of the Committee may be changed or modified by a majority vote of the Committee upon reconsideration.

Section 5. Records. The Committee shall maintain written records of all applications submitted to it and of all actions taken by it thereon, and such records shall be available to Owners as provided in the Bylaws.

Section 6 Liability. The Committee and the Members thereof shall not be liable in damages to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder.

Section 7 Variance. The Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and prevent unreasonable hardships arising by reason of the application of the restrictions contained herein. Variances or adjustments may be granted only when such variances or adjustments are not materially detrimental or injurious to the other property or improvements in the neighborhood, and shall not militate against the general intent and purpose hereof.

Section 8. Fees. The Committee shall be authorized to levy and collect a reasonable fee for the review of plans and specifications, to be paid at the time approval is applied for.

Section 9 Landscaping. Before beginning any construction on a Lot, each Owner shall deposit with the Committee sufficient funds or a performance bond to provide for landscaping of the Lot, in accordance with the plans submitted, in the event the Owner fails to complete such landscaping. Landscaping shall be completed concurrent with or immediately following construction of improvements, or, if prohibited by weather, as soon thereafter as possible. If any Owner fails to timely complete landscaping, the Association may, after giving the Owner thirty (30) days written notice, complete the landscaping consistent with the approved landscaping plan and utilize the deposit or performance bond to pay for such work. The Association shall not undertake any landscaping.

If within the thirty (30) days notice period the Owner commences such landscaping work and proceeds with diligence to completion.

If, for any reason, the construction is abandoned, the owner shall restore the Lot to its original condition. If an Owner fails to restore, the Committee may so restore and use the deposit or performance bond to pay for the same. Any excess costs shall be paid by the Owner.

Upon the Owner's request, the deposit shall be returned, after verification by the Committee that construction and landscaping has been completed in accordance with the approved plans and sufficient time has passed to reasonably assure initial survival of vegetation. The Committee shall not be obligated to pay any interest on such deposits.

In order to receive approval of the Committee, landscape plans must:

1. Minimize disruption of the natural terrain by grading.
2. Provide for re-vegetation and restoration of ground cover disturbed by grading.
3. Use only those elements that blend with or complement the natural landscape.

4. Use existing or natural drainage paths whenever possible.
5. Provide for adequate snow storage and control of surface runoff.
6. Conserve and protect topsoil, vegetation, rock formation, and unique landscape features.
7. Use native vegetation, low water consuming vegetation, and high efficiency irrigation devices as much As practicable.

Section 10. Reconsideration, Review, and Appeal. An Owner may appeal a decision of the Committee, or its authorized representative, disapproving plans submitted under this Article to the Board by submitting a written request to the Board within twenty (20) days of the date of mailing the written notification of the Committee's decision. An appeal to the Board shall be considered at the next regularly scheduled meeting of the Board, provided that written notice of such appeal is received by the Board seven (7) days prior to such meeting. The decision of the Board shall be binding upon the Committee and the Owner.

ARTICLE V

EXTERIOR MAINTENANCE

Section 1. General The structures and grounds of each Lot shall be maintained in good repair and in a neat, attractive, sanitary, and safe manner by the Owner thereof so as to fulfill the purposes for which this Declaration is enacted.

Section 2 Failure to Maintain. Upon the failure of any Owner to maintain the exterior of any structure or grounds on his Lot, including Vacant Lots, the Board may at its option, after giving the Owner thirty (30) days prior written notice, take such actions including but not limited to making repairs and improvements reasonably necessary to bring such structure or grounds in compliance with this Declaration. Maintenance requirements contemplated by this Section include, but are not limited to, the provisions of Article VI. Any costs incurred under this Article shall be considered a part of the regular assessment and subject to the filing and foreclosure of a lien on the Lot.

ARTICLE VI

RESTRICTIONS

Section 1. Use. No Lot shall be used for any purpose other than that allowed for such Lot in accordance with the categories set forth in Section 1 of Article III above, and as such may be changed from time to time, or be used in any way inconsistent with the requirements or purposes of this Declaration.

Section 2. Animals. No animals of any kind or number shall be kept on any of the Properties for commercial purposes. No dangerous animals of any kind may be kept or brought onto the Properties. Only domestic animals normally associated with Residential family living may be kept on the Properties. The number of animals associated with any Lot or Dwelling Unit must be limited in number and kind in keeping with a reasonably quiet Residential atmosphere of the Properties and not rural or farm living. No animals shall be kept on the Property which make loud, disturbing, or objectionable noises or otherwise constitute a nuisance or inconvenience to any other residents of adjacent property. Every Owner which permissibly keeps an animal shall maintain strict control over the animal and prohibit it from behaving in a manner reasonably annoying to other Owners. Animals shall be kept on a leash when not in the residence or within a fenced yard. All animals must be kept in compliance with all existing local ordinances.

Section 3. Temporary Structures. No structure of a temporary character shall be used or permitted to be kept or stored on any portion of the Properties at any time, either temporarily or permanently, including any house trailer, mobile home, tent, Garage, or other outbuilding. No pet enclosure, cage, or kennel, either of a temporary or a

permanent nature, shall be placed on the Properties unless specifically approved by the Committee: such approval shall be granted only if the Committee can impose conditions which reasonably assure that such pet enclosure, cage, or kennel is concealed from view from adjacent Lots and public areas. No Dwelling Unit shall be occupied in any manner at any time prior to its being fully completed (except for landscaping) in accordance with approved plans, nor shall any Dwelling Unit when completed be in any manner occupied until made to comply with all requirements, conditions and restrictions herein set forth. However, during the actual construction or alteration of a building, necessary temporary buildings for storage of materials may be erected and maintained by the person doing such work, if previously approved by the Committee.

Section 4. Miscellaneous Structures. No advertising, billboards, or signs of any character shall be erected, placed, permitted, or maintained on any Lot unless the prior written consent of the Committee has first been obtained. Real estate signs shall be allowed as regulated by Committee Guidelines.

Section 5. Property to be Maintained. All Lots, including Vacant Lots, shall at all times be kept in a clean, sightly, safe, and sanitary condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be visible from any neighboring Lot or public area, except as necessary during the period of construction. All weeds and other growth on a Vacant Lot shall be kept trimmed and neat so as not to cause any unsightliness, in the opinion of the Committee. All unsightly structures, facilities, equipment, objects, and conditions shall be enclosed within an approved structure. All enclosed structures shall comply with the rules and regulations of the Committee as in effect from time to time. No rubbish, refuse, trash, plant litter, or garbage shall be allowed to accumulate, nor any fire hazard to exist.

Section 6. Underground Utility Lines. All electric, television, radio, telephone and other utility line installations and connections from an Owner's property line to a residence or other structures shall be placed underground.

Section 7. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon the Properties, nor shall anything be done or placed on any of the Properties which is or may become, in the judgment of the committee, a nuisance. No nuisance shall be allowed on any of the Properties, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the Properties.

Section 8. No Hazardous Activities. No activities shall be conducted on the Properties or on improvements constructed on the Properties which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any of the Properties. No open fires shall be lighted or permitted on the Properties except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace, or except such campfires or picnic fires on property designated for such by the Association.

Section 9. No Annoying Light, Sounds, or Odors. No light shall be emitted from any Lot, Dwelling Unit, or building which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any Lot or in any Dwelling Unit or building which is unreasonably loud or annoying; and no odor shall be emitted on any Lot or Dwelling Unit or building which is noxious or offensive.

Section 10. Restrictions on Parking and Storage. No Lot, streets, private streets, drives, or parking areas, unless specifically designated by the Association, shall be used as a parking, storage, display, or accommodation area for any type of commercial vehicle, house trailer, camping trailer, boat trailer, hauling trailer, boat or accessories thereto, truck larger than a 3/4-ton pickup truck, or any type of motor home except as a temporary expedience for loading, delivery, emergency, etc. (however, this restriction shall not restrict trucks or other commercial vehicles within the Properties which are necessary for the construction of structures), unless the same shall be stored, parked, or maintained wholly within a Garage area of a Dwelling Unit or building with the Garage door in a closed position. Notwithstanding the above, an Owner may store a boat or camper on a Lot, provided it is kept on a driveway, in a Garage, or other area approved by the committee.

Section 11. Abandoned Vehicles. No Abandoned or Inoperable Automobile or Vehicle of any kind shall be stored on the Properties except if wholly enclosed within a Garage. A written notice describing the Abandoned or Inoperable Vehicle and requesting the removal thereof may be personally served upon the Owner or posted on the unused vehicle by the Association or committee, and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Board or committee shall have the right to remove the same without liability, and the expense thereof shall be charged against the Owner. If the Owner of the vehicle is a Member of the Association, the cost of removal shall be added to his next assessment due.

Section 12. Vehicle Repair. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of vehicles of any kind may be performed on any Lot unless it is done within a completely enclosed Garage or other structure which screens the sight and sound of the activity from adjoining property and public areas. No car or other vehicle shall be placed upon blocks on any Lot, except in an enclosed Garage, with the door in a closed position. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, or motor driven cycle together with those activities normally incident and necessary to such washing and polishing. The restrictions of this Section and Sections 10 and 11 are not meant to constrain or prohibit activities normally associated with the permissible uses to which a non-Residential Lot is actually put, except to the extent that such activities unreasonably impact adjacent Residential Lots.

Section 13. Height Restrictions. No structure shall be erected or maintained on any Lot which is in excess of the height restrictions set forth in the PUD Guidelines.

Section 14. Clotheslines and Storage. No clotheslines, drying yards, service yards, or storage areas shall be so located on any Lot so as to be visible from a public area.

Section 15. Garbage and Refuse Disposal. No garbage, refuse, rubbish, plant litter, or cuttings shall be deposited on any street or on any Lots unless placed in a suitable container suitably located. No garbage container shall be placed on or near a street except on the day scheduled for pickup for such garbage. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

No person shall deposit, throw, or leave any refuse on any public or private property including but not limited to the right-of-way of any road or highway, body of water or water course, park, playground, recreation area, building, refuse container or receptacle provided for private use. However, refuse and garbage may be deposited in an area designated by law for such disposal when authorized by the proper public authority; or in a receptacle or container installed for such use and as authorized by ownership or tenancy or in writing or by the personal direction of the owner, provider, or maintainer of the receptacle or container.

Section 16. Tanks. No tanks of any kind, except for small portable tanks associated with an outdoor gas cooking grill, elevated or buried, shall be erected, placed, or permitted upon any Lot without the prior written approval of the Committee.

Section 17. Wood Storage. Firewood storage is only permitted on the Lot owned by the Owner of such firewood and also only in the event same is neatly stacked or stored.

Section 18. Trees. No trees naturally existing prior to the commencement of any construction on a Lot or required as a part of an approved landscaping plan shall be cut or trimmed without the express, prior written approval of the Committee. The Committee shall not prohibit removal of any dead trees unless a clear showing is made that leaving such dead trees poses no safety hazard and there are reasons for leaving such trees which outweigh the benefits of removal; however, in any case the Committee may require replacement of any dead tree with new vegetation as a condition of approval.

Section 19. Utilities. Each Dwelling Unit shall connect with the water and sanitation facilities of the Eagle-Vail Metropolitan District and the Upper Eagle valley Sanitation District, or any successor districts, and no private wells or private sewage systems shall be allowed on the Properties.

Section 20. Mechanical Equipment. All antennas, boilers, air conditioning, cooling or heating equipment, and other mechanical equipment, excluding only solar collection devices, shall be concealed from public view. No satellite antennas or microwave dishes shall be allowed unless approved by the Committee

Section 21. Commencement of Construction. Construction of any type, including building alteration and remodeling, shall be diligently pursued to completion. No hazardous or unsafe conditions may be maintained on any construction site. Improvements intended for such construction site shall be promptly constructed.

Section 22. Commercial and Business Activities. No commercial or business activities of any character may be conducted within the Properties except on Commercial Lots, on Church Lots (only to the extent such activities are related to permissible Church Lot uses), or on Recreation Lots only to the extent such activity is recreational in character.

Section 23. Temporary Accommodations. It is the intent of this Section to maintain the Residential character of Lots which may be used solely for Residential purposes. It is recognized that the division of Dwelling Units into multiple temporary accommodations increases vehicle traffic, parking congestion, and the need for privately and governmentally provided services and is generally inconsistent with the use of Property for Residential purposes. Therefore, no portion of a Residential Dwelling Unit which is less than the whole Dwelling Unit shall be used for non-resident guest accommodations for compensation, and no Residential Dwelling Unit shall be used or divided so as to be used for accommodations for more than a single family or single group under privity of contract. Nor shall any hotel, motel, or Bed and Breakfast be allowed except upon Commercial, Church or Recreational Lots as further restricted herein.

Section 24. Rules and Regulations. The Board may, from time to time, create such other rules and regulations which shall be enforceable by the Board which they deem necessary to provide for the purposes for which this Declaration is adopted.

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Obligation for Assessments. Each Owner shall pay to the Association: (1) annual and regular assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided. All assessment charges may be collected on a monthly or quarterly basis if so elected by the Board. Any assessments and charges not paid within twenty (20) days after they become due and payable shall be deemed delinquent. The Board may assess a late charge thereon in an amount not to exceed twenty-five percent (25%) of the delinquency to cover the extra cost and expenses involved with such delinquency.

Section 2. Assessment Lien. The annual and special assessments, together with interest thereon, all costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each assessment is made. Such costs and reasonable attorney's fees incurred in regard to default in payment of any assessments shall be in addition to the delinquency fee noted in Section 1. To evidence such lien, the Board shall prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner, and a description of the Property. Such a notice shall be signed by the President of the Association or one of the Directors, and shall be recorded in the office of the Clerk and Recorder of the County of Eagle, Colorado. Such lien may be enforced by foreclosure of the defaulting Owner's Property by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney's fees. Each such assessment, together with interest thereon, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to the Owner's successors. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the benefits derived from assessments or abandonment of his Membership Property.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the purposes for which this Declaration is enacted and to cover expenses of administration and enforcement of this Declaration. It is specifically understood that the Association shall have the right and authority to provide services to the Owners such as garbage collection, security, maintenance and transportation, and to charge fees therefore.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Membership Property sufficient to meet the expected needs of the Association. No special assessments in excess of Fifty Dollars (\$50.00) per Membership Property per year may be assessed without the consent of at least fifty-one percent (51%) of the votes present and entitled to be cast at a special meeting or the annual meeting at which such matter is presented for a vote. Such Fifty Dollar (\$50.00) limit on special assessments shall be adjusted annually based on the consumer price index for the Metropolitan Denver area as reported by a recognized national authority.

Section 5. Date of Commencement of Annual Assessments. The initial and all subsequent annual assessments shall commence on the first day of such month as determined by the Board, and shall be made due and payable in monthly or quarterly installments as elected by the Board. The amount of such annual assessment shall be determined by the Board at the first meeting of the Board held after notice of the proposed budget is given. A proposed budget shall be made available to the Owners at least thirty (30) days prior to such meeting. Any Owner purchasing a Membership Property between installment due dates shall pay a pro rata share of the last installment due.

Section 6. Additional Costs. Any costs incurred by the Association of any nature, including but not limited to construction plan review fees, maintenance costs, landscaping, or restoration costs, attributable to a specific Lot or Lots shall be added to and become a part of the regular assessment or charge to which such Lot is subject and shall constitute a lien on the Lot and may be filed with the Clerk and Recorder of Eagle County and foreclosed in a like manner, as set forth in this Article.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage. The lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado. Transfer of actual or constructive possession of any Property shall not affect the assessment liens. However, the transfer of title or actual or constructive possession of any Property pursuant to mortgage foreclosure of such a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such transfer of title or actual or constructive possession. No transfer of title or actual or constructive possession shall relieve such Membership Property from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Exemption. Property owned by the State of Colorado and its political subdivisions shall be exempt from levy and assessment.

ARTICLE VIII GENERAL PROVISIONS

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

Section 2. Access at Reasonable Hours. For the sole purposes of performing maintenance, landscaping, restoration or removal of Abandoned or Inoperable Automobiles or Vehicles, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hour.

Section 3. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 4. Conflict of Provisions. In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control.

Section 5. Duration Revocation, and Amendment. Each and every provision of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each. This Declaration may be abandoned, amended or revoked by an instrument approved in writing by the Owners of not less than fifty-one percent (51 %) of the Membership Properties. Such abandonment, amendment or revocation shall be effective when duly recorded; provided, however, that any abandonment, amendment or revocation must comply with the statutes of Colorado and the resolutions and ordinances of the County of Eagle, Colorado.

Section 6. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands, or other notices intended to be served upon the Board, the Committee, or the Association shall be sent by certified mail, postage prepaid, to P.O.Box 1282, Avon, Colorado 81620, until such address is changed by a notice of change of address mailed to each Owner by the Association. Every person becoming an Owner shall immediately furnish to the Board a photocopy or a certified copy of the recorded instrument vesting in that person such ownership, which instrument shall remain in the files of the Association.

Section 7. Leases. Any lease agreements between an Owner and a lessee for any Membership Property shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and Bylaws, and that any failure by the lessee to comply with the terms and provisions of such documents shall be a default under the lease. Further, all leases shall be in writing. No Owner may lease less than his entire Dwelling Unit.

Section 8. Notice. Any notice required or provided for by this Declaration must be in writing and shall be deemed given when mailed, certified mail, postage pre-paid, to the person or entity to which such notice is required to be given. Any notice provided for or required by this Declaration shall, unless specifically noted otherwise, require notice thirty (30) days prior to taking the action of which notice is being given.

Section 9. Approval. Any time approval by the Association, the Board, or the Committee is required or provided for in this Declaration, unless otherwise specifically stated, such decision shall be based upon the ability to further the stated purposes for which this Declaration is enacted.

Section 10. Section References. References in this Declaration to a specific Section shall mean the numbered Section within the same Article of this Declaration in which the reference is contained, unless otherwise specifically noted.

Section 11. Counterpart Signatures. This instrument may be executed in one (1) or more counterparts and/or one (1) or more counterpart signature pages, and all counterparts and counterpart signature pages of this Declaration shall be deemed to constitute one (1) instrument.

Section 12. Governmental Regulations. To the extent any subject or matter contained in this Declaration is also the subject of any applicable governmental regulation or restriction of whatever nature, the more restrictive provision or provision requiring a higher standard of conduct shall apply. Such other governmental regulations are hereby incorporated into this Declaration and may be enforced in any manner available for enforcement of this Declaration.