



SUNRIVER CONDOMINIUMS

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SUNRIVER CONDOMINIUMS

S58

<i>Bk/Pg</i>	<i>Reception</i>	<i>Instrument</i>	<i>Pages</i>
48/583		Patent	3 -- 4
105/403		Right-of-Way	5 -- 6
	128668	Final Plat	7 -- 12
233/271	129165	Declaration	13 -- 23
271/85	167481	Amended Final Plat	24 -- 25
294/668	191063	Owners Agreement	26 -- 36
302/473	198860	Easement	37 -- 40
305/583	201967	Right-of-Way Easement	41 -- 43
323/904	220270	Right-of-Way Easement	44 -- 45
318/186	214557	Condominium Map	46 -- 47
329/565	2259254	Final Plat	48 -- 53
318/187	214558	Declaration	54 -- 103
318/571	214942	Amended. Declaration	104 -- 108
329/564	225924	Supplemental Declaration	109 -- 114
330/922	227281	Amend. Suppl. Dec.	115 -- 118
	679942	2nd Amend. Declaration	119 -- 124
584/243	480348	Resolution No. 1992	125 -- 127
584/244	480349	Amended Declaration	128 -- 147
736/754	632708	Right-of-Way Easement	148 -- 149
	744828	Resolution No. 2000-167	150 -- 175
	744830	PUD Amendment	176 -- 202

48/583
PATENT

Denver 04601

4-1003

THE UNITED STATES OF AMERICA,

To all to Whom these Presents shall come, GREETING:

Homestead Certificate No. _____

APPLICATION _____

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver, Colorado, has been deposited, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of

Mack Fleck

has been established and duly consummated, in conformity

to law, for the

Southeast Quarter of the Southeast Quarter of Section Twelve in Township Five South of Range Eighty-two West of the Sixth Principal Meridian, Colorado, Containing Forty Acres,

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now Know Ye, That there is, therefore, granted by the UNITED STATES unto the said claimant _____ the tract of land above described:

To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said claimant _____ and to ~~the~~ *of the said claimant* heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts; and ~~also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.~~ *There is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.*

In Testimony Whereof, I, *William H. Taft* President of the United States of America,

have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the *Seventh* day of *August*, in the year of our Lord one thousand ~~eight~~ hundred and *Eleven*, and of the Independence of the United States the one hundred and *Thirty-Sixth*

BY THE PRESIDENT: *Wm. H. Taft*
By *M. P. Le Roy* Secretary.

H. N. Sanford Recorder of the General Land Office.



Patent Number _____
Recorded, Vol. 2204.33. Page _____

Filed for Record the *27th* day of *November* A. D. 1912, at *1¹⁵* o'clock P. M.

Al W. Kelly
Recorder
Al W. Kelly

105/403
RIGHT OF WAY



OF COLORADO
(AND COUNTY OF DENVER) SS.

W. W. AXTON, being first duly sworn says:
That he served a copy of the within lien upon D. E. Norgaard, President of the Lake
Placer Mining Company, at Denver, Colorado, December 18, 1926.

W. W. Axton

Subscribed and sworn to before me this 18th day of December, A. D. 1926.
My Commission expires
Commission Expires April 23, 1927

Lyda A. Peasley
NOTARY PUBLIC.

For record the 27 day of December 1926 at 4:30 o'clock Nettie M. Cave, Recorder
RIGHT OF WAY

Correct: Wm Bell G. W. Agent
Approved: F. L. Young For State Const. Engineer
Approved: A. W. Young State Plant Superintendent

10.00 RECEIVED OF THE MOUNTAIN STATE TELEPHONE AND TELEGRAPH CO.
and xx/100 Dollars, in consideration of which I hereby grant unto said Company,
its successors and assigns, the right, privilege and authority to construct, operate
and maintain its lines of Telephone and Telegraph, including the necessary anchors,
cables, wires and fixtures upon, over and across the property which I own, or in
which I have any interest, in the West half South West quarter South of Eagle River
Section 20th (20) Town (5) So. Range EightyOne (81) West and South East
quarter of Southeast quarter Road Section Twelve (12) Township Five (5)
So. Range Eighty Two (82) County of Eagle, Co. and State of Colorado and upon
and along the roads, streets and highways adjoining the said property, with the right
to permit the attachment of the wires of any other company, and the right to trim
any trees along said lines so as to keep the wires cleared at least forty-eight
inches, to erect and set the necessary guy and brace poles and anchors and to attach
thereto the necessary guy wires

Said sum being received in full payment therefor.
Witness my hand and seal this 22 day of October A. D. 1926 at Avon, Colo
(Postoffice Address)

Witnesses: Wm Bell.

(SEAL)
(SEAL)
John E. Barlow Land Owner

Filed for record 11:15 AM of December A. D. 1926 at 11:15 o'clock A. M. Nettie M. Cave
Recorder

#47331

RELEASE OF CHATTEL MORTGAGE

Know all Men by these Presents, that the conditions of a certain Chattel Mortgage
given to secure payment of a note for THREE FIVE THOUSAND NINE HUNDRED NINETY FOUR
and 44/100---Dollars (\$25, 994.44,) by Frank Doll in favor of JOHN CLAY & COMPANY,
dated the 21th day of May A. D. 1926 have been fully satisfied, and we hereby auth-
orize the Clerk and Recorder here to and in our name to release the same upon the
records of Eagle County, in the State of Colorado.
Witness our hand and seal this 22th day of December A. D. 1926.

JOHN CLAY & COMPANY
by Charles E. Smith

State of Colorado
City and Count, of Denver)

Notarial Seal on this 20th day of December A. D. 1926 personally appeared before
me, Joseph J. Vogel, a Notary Public in and for said County, Charles
E. Smith, known to me to be a member of the firm of JOHN CLAY & COM-
PANY, and acknowledged the above Instrument to be their voluntary
act and deed for the purposes therein set forth.

Joseph J. Vogel
Notary Public.

My Commission Expires August 5, 1930

Filed for record the 30 day of December A. D. 1926 at 2:30 o'clock F. H. Nettie M. Cave
Recorder

#47417

BILL of Sale
BEALE & LUNDGREN
General Merchandise
Gypsum, Colorado.
Phone No. 93-13
Jan. 21 1927

Whole Sale Dealers
in
Grain and
Potatoes.

Dealers in
Groceries
Meats
Dry Goods
Coal and Lumber
Farm Implements, Etc.

This is to certify that we have this day and date sold to Beale & Lundgren
Best Puller \$ 65.00
One Beet Cultivator \$ 75.00
\$ 140.00 Total
and guarantees them to be free from all incumbrances

Filed for record the 29 day of January 1927 at 7:15 o'clock

128668
FINAL PLAT
EAGLE-VAIL FILING NO. 2

FINAL PLAT EAGLE-VAIL FILING NO. 2 EAGLE COUNTY, COLO. SHEET 1 OF 5

CERTIFICATION OF DEDICATION AND OWNERSHIP

Know all men by these presents that GROUSE MOUNTAIN AT VAIL, LTD., being sole owner in fee simple of all that real property described as follows:

A tract of land located in Sections 7, 8, 17, and 18, T5S, R81W, of the 6th P.M.; and in Section 12, T5S, R82W, of the 6th P.M.; beginning at Corner No. 1, a point on the northwesterly line of Eagle-Vail Filing No. 1, the true point of beginning, thence along the northwesterly line of Eagle-Vail Filing No. 1 S 02°47'34" W 175.00 feet to Corner No. 2; thence S 40°57'51" W 94.43 feet to Corner No. 3; thence S 82°18'38" W 745.00 feet to Corner No. 4; thence N 06°55'48" W 65.42 feet to Corner No. 5, a point on the east line of said Section 18; thence continuing along said east line of Section 18 S 00°50'59" E 503.30 feet to Corner No. 6, the SE corner of the NE¼ of said Section 18; thence N 89°23'35" W 1377.84 feet to Corner No. 7, the SW corner of the NE¼ of said Section 18; thence N 89°23'35" W 1377.84 feet to Corner No. 8; the SE corner of the NE¼ of said Section 18; thence N 89°24'56" W 1393.03 feet to Corner No. 9, the SW corner of the NE¼ of said Section 18; thence N 00°05'49" W 1315.25 feet to Corner No. 10, the NW corner of the NE¼ of said Section 18; thence N 89°11'00" W 1392.45 feet to Corner No. 11, the NW corner of said Section 18; thence S 89°49'47" W 1341.72 feet to Corner No. 12, the SW corner of the SE¼ of said Section 12; thence N 00°12'41" W 1320.01 feet to Corner No. 13, the NW corner of the SE¼ of said Section 12; thence along the north line of the SE¼ of said Section 12 N 89°55'46" E 1127.20 feet to Corner No. 14, a point on the south R.O.W. line of U.S. Highway 6 and 24; thence along said R.O.W. S 63°10'00" E 716.24 feet to Corner No. 15; thence N 13°00'57" E 102.98 feet to Corner No. 16, a point on the north R.O.W. line of U.S. Highway 6 and 24; thence N 13°00'57" E 351.40 feet to Corner No. 17, a point on the south bank of the Eagle River; thence along said Eagle River S 80°54'54" E 351.40 feet to Corner No. 18; thence S 82°21'14" E 260.77 feet to Corner No. 19; thence S 30°51'25" E 231.14 feet to Corner No. 20; thence S 60°54'15" E 315.36 feet to Corner No. 21; thence S 61°52'35" E 263.06 feet to Corner No. 22; thence S 76°00'35" E 301.96 feet to Corner No. 23; thence S 55°11'36" E 227.75 feet to Corner No. 24; thence S 37°40'59" E 183.22 feet to Corner No. 25; thence S 47°59'03" E 296.80 feet to Corner No. 26; thence S 60°25'20" E 170.18 feet to Corner No. 27; thence S 12°23'51" E 154.08 feet to Corner No. 28; a point on the north R.O.W. line of U.S. Highway 6 and 24; thence continuing along said R.O.W. on a curve to the left 35.89°, radius 1830.00 feet to Corner No. 29; thence S 80°31'00" E 67.35 feet to Corner No. 30, a point on the south bank of the Eagle River; thence along said Eagle River N 86°40'31" E 196.52 feet to Corner No. 31; thence N 78°13'54" E 196.12 feet to Corner No. 32; thence N 88°31'52" E 156.05 feet to Corner No. 33; thence S 89°28'06" E 431.02 feet to Corner No. 34; thence N 74°01'00" E 207.00 feet to Corner No. 35; thence N 80°52'19" E 107.35 feet to Corner No. 36; thence S 88°21'48" E 210.09 feet to Corner No. 37; thence S 21°57'57" E 158.78 feet to Corner No. 38; thence S 35°44'57" E 209.18 feet to Corner No. 39; thence S 81°26'47" E 236.53 feet to Corner No. 40; thence S 28°24'25" E 342.49 feet to Corner No. 41; thence S 89°39'14" E 81.00 feet to Corner No. 42; thence N 73°01'46" E 350.96 feet to Corner No. 43; thence N 79°33'48" E 211.44 feet to Corner No. 44; thence S 72°56'08" E 305.16 feet to Corner No. 45; thence S 62°57'08" E 185.82 feet to Corner No. 46; thence S 74°21'54" E 139.15 feet to Corner No. 47; thence S 56°04'13" E 198.86 feet to Corner No. 48; thence S 77°51'07" E 440.37 feet to Corner No. 49; thence departing from said Eagle River S 00°00'00" W 74.72 feet to Corner No. 50, a point on the north R.O.W. line of U.S. Highway 6 and 24; thence S 00°00'00" W 100.00 feet to Corner No. 51, a point on the south R.O.W. line of U.S. Highway 6 and 24; thence along said R.O.W. S 89°52'00" W 125.00 feet to Corner No. 1, the true point of beginning; said tract containing 221.19 acres and not including the following exceptions:

Exception No. 1:
Beginning at the above mentioned Corner No. 1 a point on the south R.O.W. line of U.S. Highway 6 and 24; thence along said R.O.W. S 89°52'00" W 222.16 feet to Corner A; thence along a curve to the right 649.55 feet whose radius is 3870.00 feet and central angle is 09°37'00" to Corner B; thence N 80°31'00" W 2994.87 feet to Corner C; thence along a curve to the right 593.51 feet whose radius is 1960.00 feet and central angle is 17°20'59" to Corner D; thence N 63°10'00" W 1838.37 feet to Corner No. 15; thence N 13°00'57" E 102.98 feet to Corner No. 16; a point on the north R.O.W. line of U.S. Highway 6 and 24; thence continuing along said R.O.W. S 63°10'00" E 1666.56 feet to Corner E; thence S 79°52'00" E 104.40 feet to Corner F; thence S 63°10'00" E 77.40 feet to Corner G; thence along a curve to the left 554.16 feet whose radius is 1830.00 feet and central angle is 17°20'59" to Corner No. 29; thence S 80°31'00" E 245.80 feet to Corner H; thence S 63°49'00" E 104.39 feet to Corner I; thence S 80°31'00" E 2649.08 feet to Corner J; thence along a curve to the left 632.76 feet whose radius is 3770.00 feet and central angle is 09°37'00" to Corner K; thence N 89°52'00" E 347.39 feet to Corner No. 50; thence S 00°00'00" W 100.00 feet to Corner No. 51, a point on the south R.O.W. line of U.S. Highway 6 and 24; thence continuing along said R.O.W. S 89°52'00" W 125.00 feet to Corner No. 1, the true point of beginning; said tract containing 15.35 acres.

Exception No. 2:
Beginning at the above mentioned Corner No. 8 the SE corner of the NE¼ of said Section 18; thence N 10°49'59" W 347.80 feet to Corner L; the true point of beginning; thence N 72°41'45" W 279.16 feet to Corner M; thence S 90°00'00" W 47.80 feet to Corner N; thence N 02°26'58" W 192.40 feet to Corner O; thence S 00°00'00" E 322.00 feet to Corner P; thence S 89°31'00" E 51.07 feet to Corner Q; thence S 87°15'00" E 242.00 feet to Corner R; thence N 86°00'00" E 64.00 feet to Corner S; thence S 80°50'00" E 120.00 feet to Corner T; thence S 81°50'00" E 117.00 feet to Corner U; thence S 00°01'00" W 303.00 feet to Corner V; thence N 90°00'00" W 62.28 feet to Corner W; thence S 00°00'00" W 78.17 feet to Corner X; the true point of beginning, said tract containing 5.08 acres.

Have 3) these presents laid out, platted and subdivided the same into lots and blocks as shown herein; and designate the same as EAGLE-VAIL FILING NO. 2 in the County of Eagle, State of Colorado, and dedicate for public use the streets shown hereon including avenues, drives, courts, places and alleys, the public lands and drainage easements shown hereon for utility and drainage purposes only; and do further state that this subdivision shall be subject to the protective covenants filed and recorded for this subdivision in the Office of the Clerk and Recorder of Eagle County, Colorado as Document No. _____

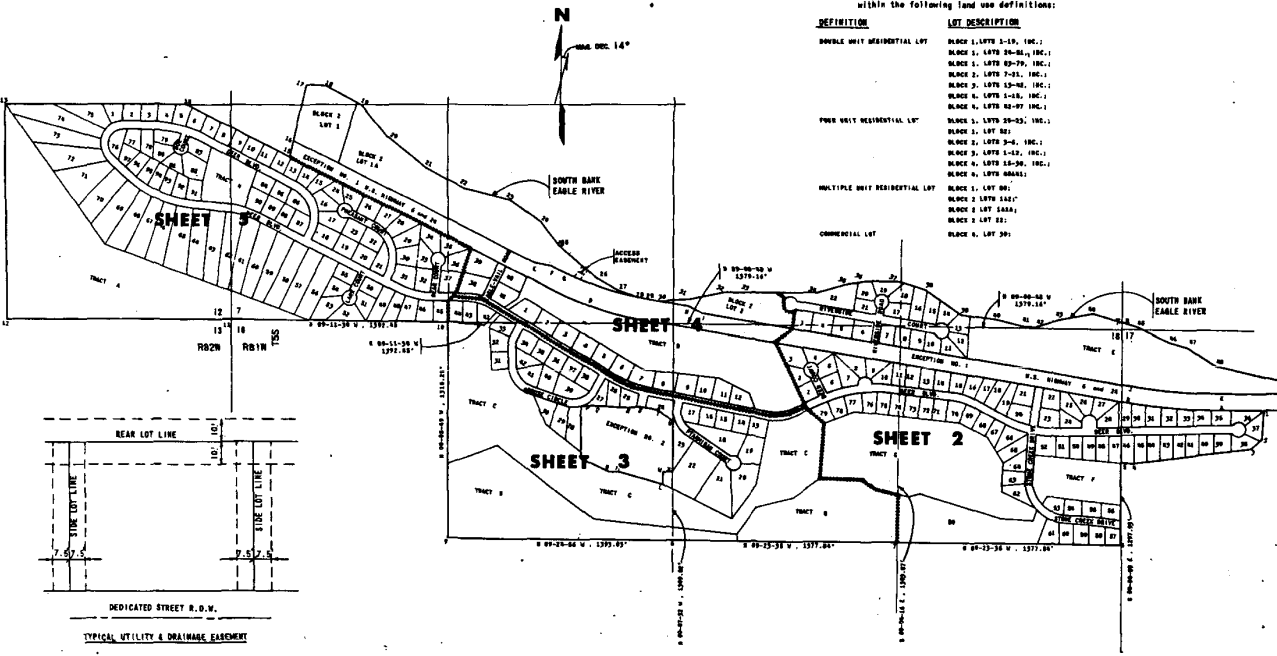
EXCEPTED this 16 day of October, A.D. 19 73.
Owner: Grouse Mountain at Vail, Ltd.

By: Stone Creek Company, a Colorado corporation
Attest: Janet Harvey
Frederick D. Green, President
P.O. Box 1308
STATE OF COLORADO
TALL COLUMBIA, 81657
COUNTY OF EAGLE) 55
The foregoing dedication was acknowledged before me this 16 day of October, A.D. 19 73 by Frederick D. Green.
My Commission Expires: My Commission expires Aug. 8, 1975
Witness my hand and seal:

Kenneth S. Kato, Attorney at Law

USES: All lots in the Subdivision shall fall within the following land use definitions:

DEFINITION	LOT DESCRIPTION
DOUBLE UNIT RESIDENTIAL LOT	BLOCK 1, LOTS 2-19, INC.; BLOCK 2, LOTS 20-36, INC.; BLOCK 3, LOTS 37-53, INC.; BLOCK 4, LOTS 54-70, INC.; BLOCK 5, LOTS 71-87, INC.; BLOCK 6, LOTS 88-104, INC.; BLOCK 7, LOTS 105-121, INC.; BLOCK 8, LOTS 122-138, INC.; BLOCK 9, LOTS 139-155, INC.
TWO UNIT RESIDENTIAL LOT	BLOCK 1, LOTS 19-20, INC.; BLOCK 2, LOTS 36-37, INC.; BLOCK 3, LOTS 53-54, INC.; BLOCK 4, LOTS 70-71, INC.; BLOCK 5, LOTS 87-88, INC.; BLOCK 6, LOTS 104-105, INC.; BLOCK 7, LOTS 121-122, INC.; BLOCK 8, LOTS 138-139, INC.; BLOCK 9, LOTS 155-156, INC.
MULTIPLE UNIT RESIDENTIAL LOT	BLOCK 1, LOT 80; BLOCK 2, LOTS 144-145; BLOCK 3, LOT 146; BLOCK 4, LOT 147; BLOCK 5, LOT 148; BLOCK 6, LOT 149;
COMMERCIAL LOT	BLOCK 1, LOT 20;



Utility and drainage easements ten (10) feet in width are reserved along each side of every back lot line of every lot line in the subdivision. In addition, utility and drainage easements seven and one-half (7 1/2) feet in width are reserved along each side of every side lot in the subdivision not fronting on a dedicated street or road; except where noted otherwise on the plat.

PLANNING COMMISSION CERTIFICATE
This Plat approved by the Eagle County Planning and Zoning Commission this 17 day of October, A.D. 19 73
Richard P. Hays
Chairman
128668

CLERK AND RECORDER'S CERTIFICATE
This Plat was filed for record in the Office of the Clerk and Recorder at _____, Colorado, this 17 day of October, A.D. 19 73 and is duly recorded in Book 382, Page 283.
Map Case '2'
Drawn 'E'
Madison R. Berg
Clerk and Recorder
By Edward C. Wall
50.00

COUNTY COMMISSIONER'S CERTIFICATE
This Plat approved by the Board of Commissioners of Eagle County, Colorado this 17 day of October, A.D. 19 73 for filing with the Clerk and Recorder of Eagle County and for conveyance to the County of the public dedications shown hereon; subject to the provision that approval in no way obligates Eagle County for financing or construction of improvements on lands, streets or easements dedicated to the public except as specifically agreed to by the Board of Commissioners and further that said approval shall in no way obligate Eagle County for maintenance of streets dedicated to the public until construction of improvements thereon shall have been completed to the satisfaction of the Board of Commissioners.
Daniel J. Hagan
Chairman

Witness my hand and seal in the County of Eagle
Madison R. Berg
County Clerk
By Edward C. Wall
50.00

SURVEYOR'S CERTIFICATE
I, Leroy E. Toller, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Colorado, that this Plat is a correct and complete Plat of the Eagle-Vail Filing No. 2 as laid out, platted, dedicated and shown hereon; that such Plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements and streets of said subdivision as the same are shown upon the ground in compliance with applicable regulations governing the subdivision of land.
In Witness whereof I have set my hand and seal this 15 day of October, A.D. 19 73.
Leroy E. Toller
Registered Land Surveyor

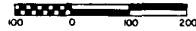
ATTORNEY'S CERTIFICATE
I, Kenneth S. Kato, do hereby certify that I have examined the title to all lands shown upon this Plat and that title to such lands is vested in Grouse Mountain at Vail, Ltd. in fee, and clear of all taxes, liens and of the deed of trust recorded in the office of the Clerk and Recorder for Eagle County Colorado in Book 222 at Page 430 thereof, the 1973 taxes on such land payable in 1973, and as of October 16, 1973 there were no liens or record other than said deed of trust.
Dated this 16 day of October, A.D. 19 73.

EAGLE-VAIL FILING NO. 2

EAGLE COUNTY, COLO.

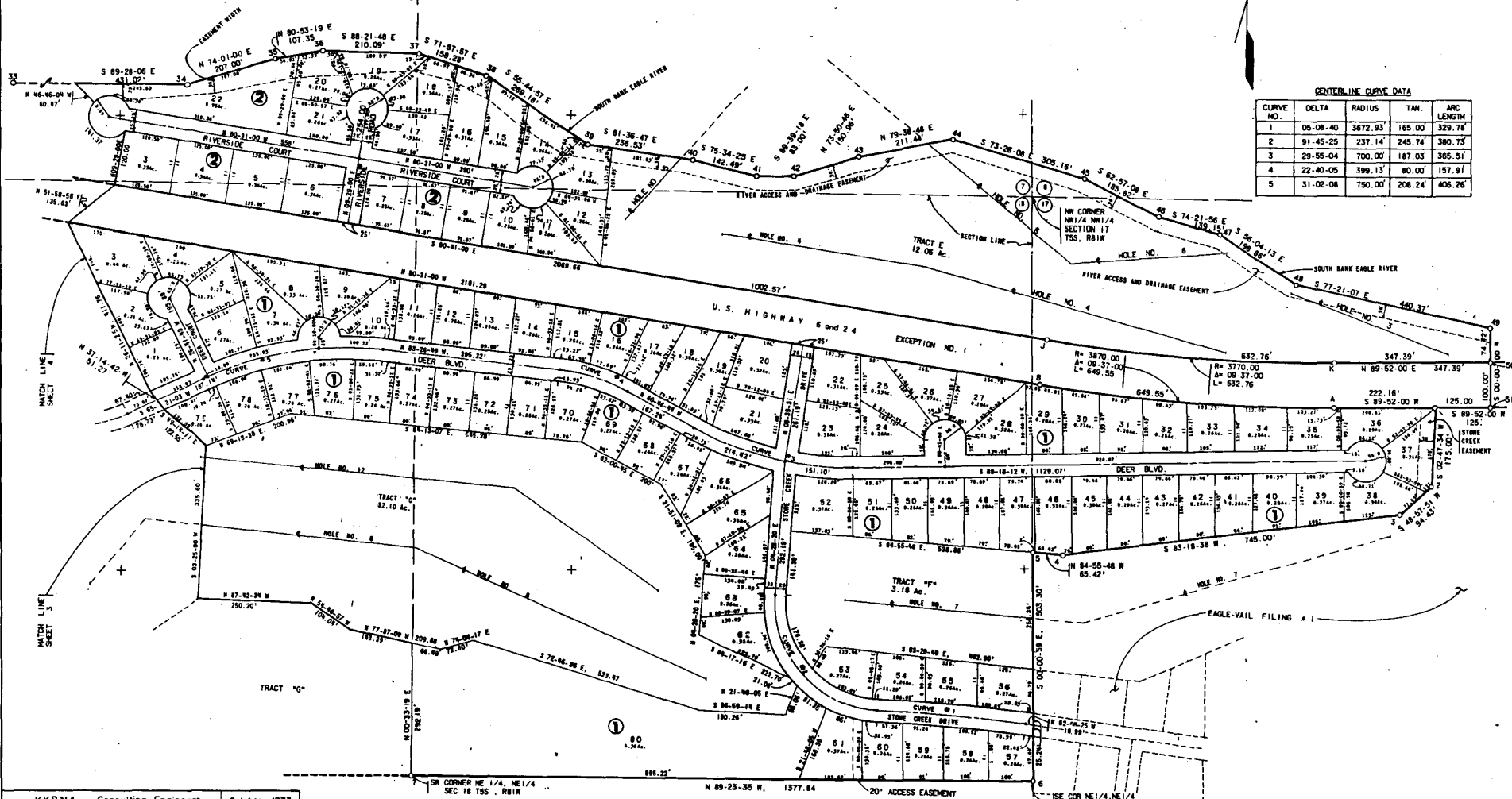
SHEET 2 OF 5

SCALE: 1" = 100'



CENTERLINE CURVE DATA

CURVE NO.	DELTA	RADIUS	TAN.	ARC LENGTH
1	05-08-40	3672.93'	165.00'	329.78'
2	91-45-25	237.14'	245.74'	380.75'
3	29-55-04	700.00'	187.03'	365.91'
4	22-40-05	399.13'	80.00'	157.91'
5	31-02-08	750.00'	208.24'	406.26'

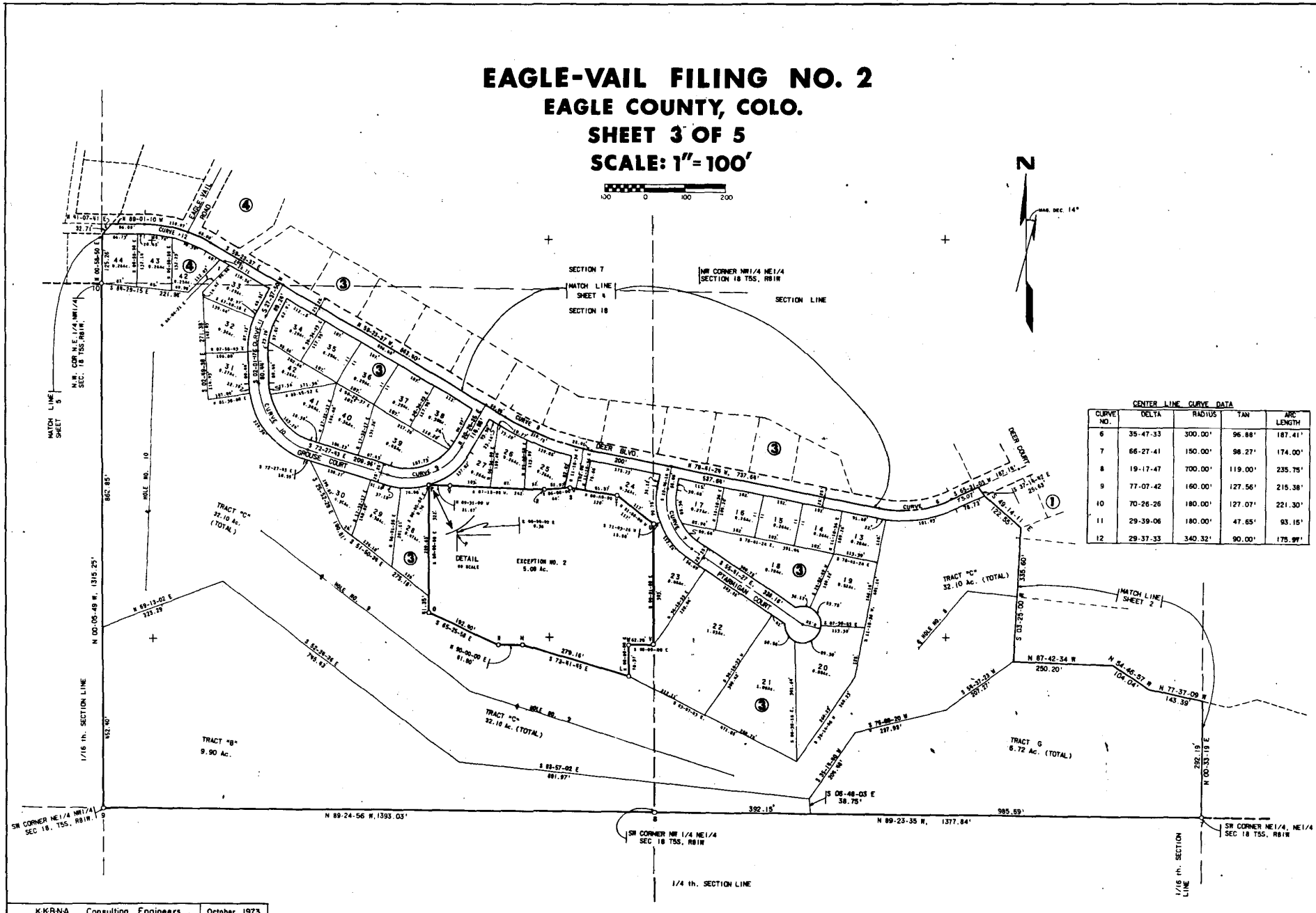


EAGLE-VAIL FILING NO. 2

EAGLE COUNTY, COLO.

SHEET 3 OF 5

SCALE: 1" = 100'

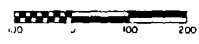


CENTER LINE CURVE DATA				
CURVE NO.	DELTA	RADIUS	TAN	ARC LENGTH
6	35-47-33	300.00'	96.88'	187.41'
7	66-27-41	150.00'	98.27'	174.00'
8	19-17-47	700.00'	119.00'	235.75'
9	77-07-42	160.00'	127.56'	215.38'
10	70-26-26	180.00'	127.07'	221.30'
11	29-39-06	180.00'	47.65'	93.15'
12	29-37-33	340.32'	90.00'	175.99'

EAGLE-VAIL FILING NO. 2

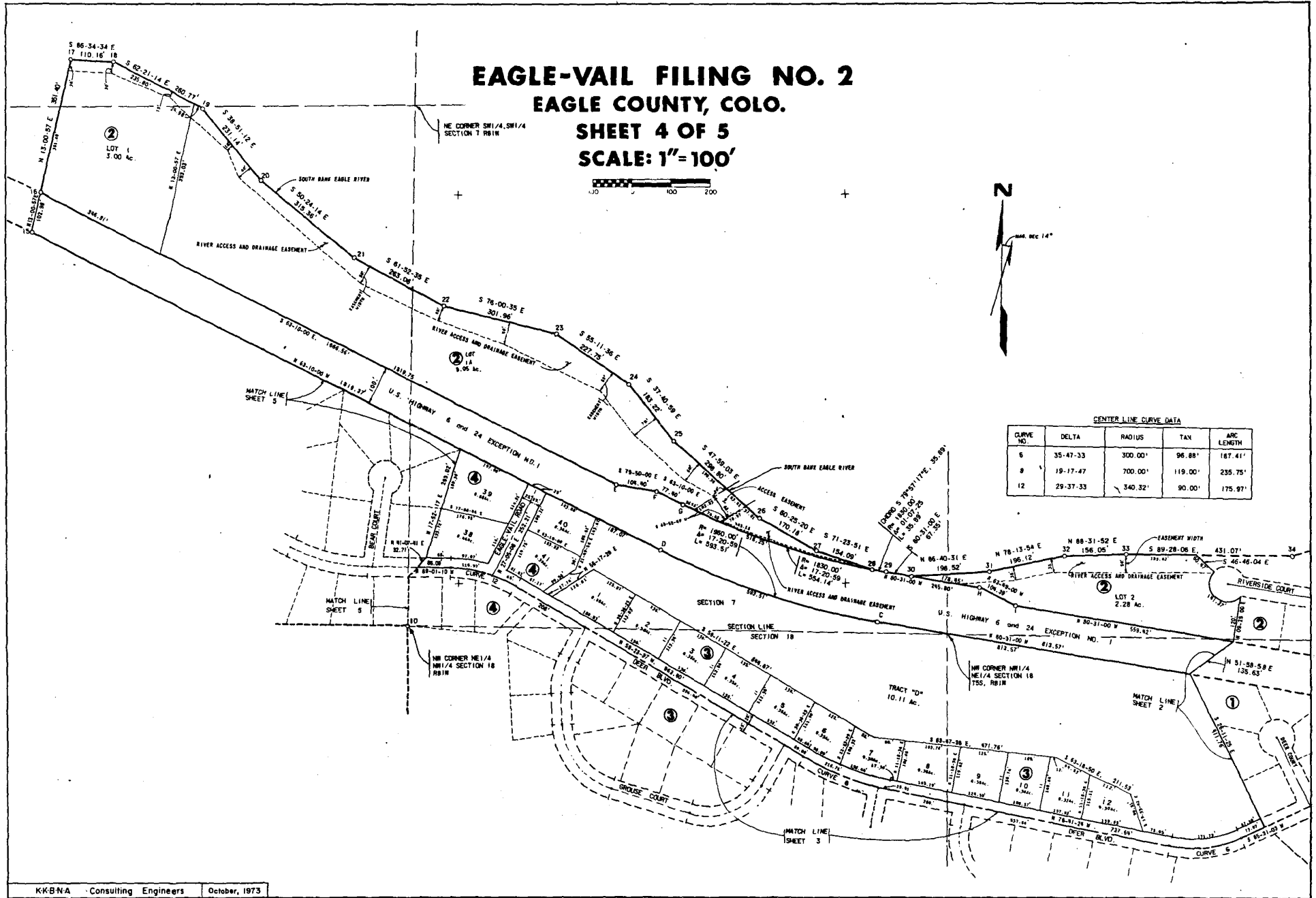
EAGLE COUNTY, COLO.

SHEET 4 OF 5
SCALE: 1" = 100'



CENTER LINE CURVE DATA

CURVE NO.	DELTA	RADIUS	TAN	ARC LENGTH
6	35-47-33	300.00'	96.88'	187.41'
8	19-17-47	700.00'	119.00'	235.75'
12	29-37-33	340.32'	90.00'	175.97'



EAGLE-VAIL FILING NO. 2

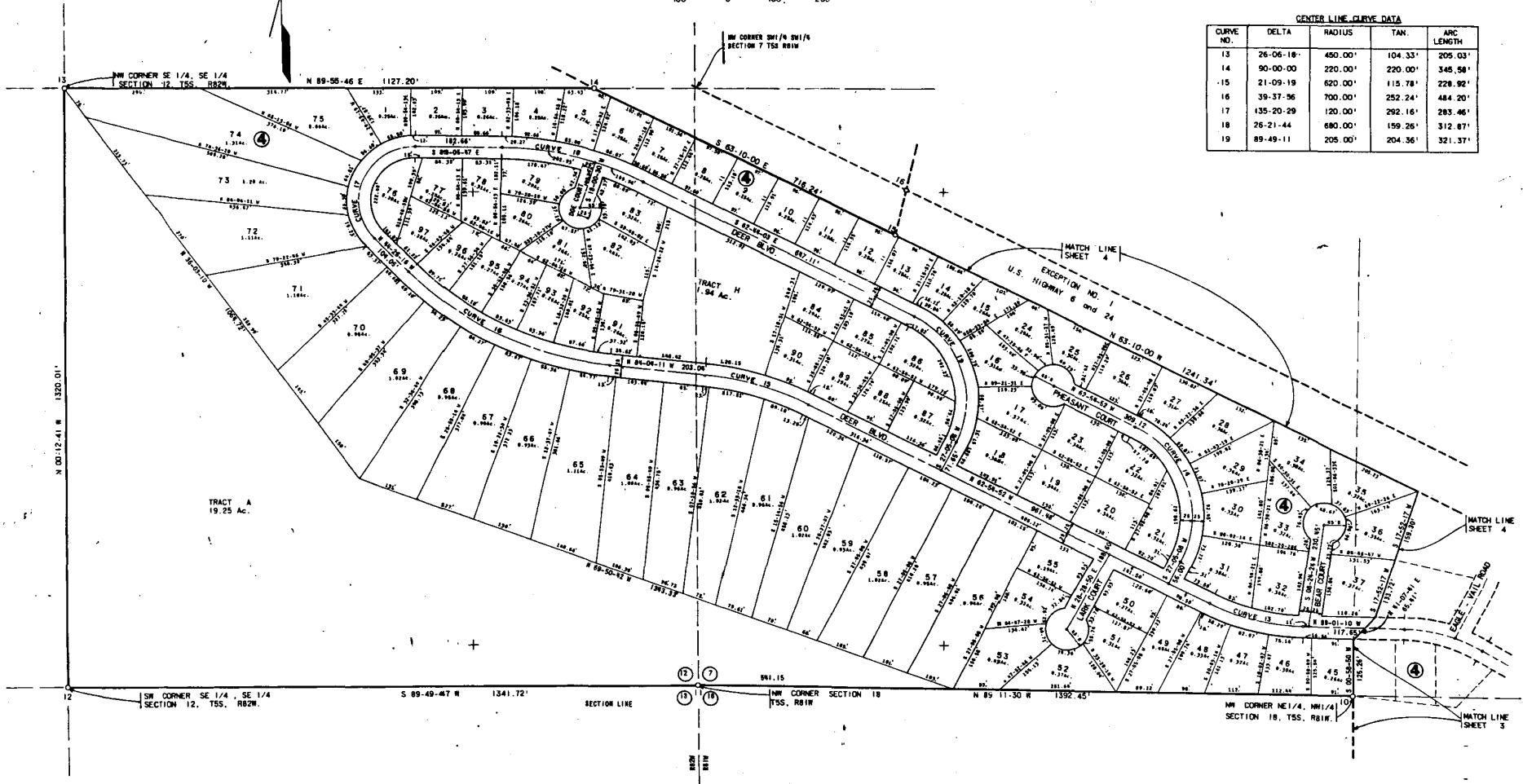
EAGLE COUNTY, COLO.

SHEET 5 OF 5

SCALE: 1" = 100'



CENTER LINE CURVE DATA				
CURVE NO.	DELTA	RADIUS	TAN.	ARC LENGTH
13	26-06-18"	450.00'	104.33'	205.03'
14	90-00-00"	220.00'	220.00'	345.58'
15	21-09-19"	620.00'	115.78'	228.92'
16	39-37-36"	700.00'	252.24'	484.20'
17	135-20-29"	120.00'	292.16'	283.46'
18	26-21-44"	680.00'	159.26'	312.87'
19	89-49-11"	205.00'	204.36'	321.37'



233/271

129165

***DECLARATION OF PROTECTIVE
COVENANTS FOR EAGLE-VAIL
SUBDIVISION – FILING NO. 2***

DECLARATION OF PROTECTIVE COVENANTS

FOR

EAGLE-VAIL SUBDIVISION - FILING NO. 2

GROUSE MOUNTAIN AT VAIL, LTD., a Colorado limited partnership, of which Stone Creek Company, a Colorado corporation, is a general partner ("Grantor"), is the beneficial owner of all that real property within the subdivision named Eagle-Vail Subdivision - Filing No. 2 in Eagle County, Colorado. the plat of which was filed under reception number 128663, and recorded in Map Case 2, Drawer E of Plats.

Grantor hereby makes and declares the following limitations, restrictions and uses upon and of such real property as restrictive and protective covenants running with the land, and as binding upon Grantor and upon all persons claiming under Grantor and upon all future owners of any part of such real property, so long as these restrictive and protective covenants shall remain in effect:

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

Subdivision - Eagle-Vail Subdivision - Filing No. 2

Lot - A lot within Eagle-Vail Subdivision - Filing No. 2

Double Unit Residential Lot - A lot which can be used solely for residential purposes and upon which not more than one building, containing not more than two dwelling units, together with not more than one garage outbuilding, may be constructed.

Four Unit Residential Lot - A lot which can be used solely for residential purposes and upon which not more than one building, containing not more than four dwelling units with not more than one garage outbuilding, may be constructed.

Multiple Unit Residential Lot - A lot which can be used solely for multiple family residential family purposes, condominiums, apartments, retail shops, service shops (excluding automobile service stations) restaurants, motels, hotels, lodges, professional offices and medical clinics, and upon which the number of dwelling, condominium, apartment, motel, hotel or lodge units to be constructed and the number of buildings to be so constructed upon each such lot shall be as approved in writing by the Grantor; provided that, in cases where all provisions of these protective covenants are otherwise complied with, Grantor shall not pursuant to these protective covenants prohibit the construction of up to 35,000 square feet of enclosed floor space (exclusive of underground parking garages) per acre of land contained within any such lot.

Commercial lot - A lot which can be used solely for retail shops, service shops, (including automobile service stations),

restaurants and professional offices.

Recreation Lot - A lot which can be used solely for recreational purposes such as swimming, picnicking, volleyball and the like, and which may have constructed thereon buildings associated with such uses.

Committee - A group of three persons who shall be responsible for the administration and enforcement of these protective covenants. One of such persons shall be appointed by Grantor, one of such persons shall be appointed by Vail Associates, Inc., a Colorado corporation, and the third shall be selected by the two persons so appointed. A majority of the Committee shall govern its actions. Any vacancy on the Committee which shall continue for a continuous period of thirty days without replacement in the manner provided above may be filled by appointment of the Board of County Commissioners of Eagle County, Colorado.

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

3. USES: All lots in the Subdivision shall fall within the following land use definitions:

<u>Definition</u>	<u>Lot Description</u>
Double Unit Residential Lot	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 42-97, inc.;
Four Unit Residential Lot	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 16-38, inc.; Block 4, Lots 40 & 41;
Multiple Unit Residential Lot	Block 1, Lot 80; Block 2, Lots 1 & 2; Block 2, Lot 1A; Block 2, Lot 22;
Commercial Lot	Block 4, Lot 39;
Recreation Lot	Tract H;

4. APPROVAL OF CONSTRUCTION PLANS: (a) No building or other structure shall be constructed, erected or maintained on any lot, nor shall any addition thereto or change or alteration therein be made until the complete plans and specifications (including, but not limited to, a color rendering; geologic

soils site investigation and foundation report; the floor, elevation, plot and grading plans; provisions for off-street parking and locations of driveway access; the specifications of principal exterior materials, color schemes and the location, character and method of utilization of all utilities) have been submitted to the Committee and by it approved in writing. Owners of lots within the Subdivision are encouraged to consult with the Committee prior to and during the preparation of such plans and specifications in order to avoid withholding or delay in approval.

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

Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

In passing upon all such plans and specifications, the Committee shall take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built to the lot upon which it is to be erected, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from adjacent or neighboring lots. The Committee shall use reasonable judgment in passing upon all such plans and specifications, but the Committee shall not be liable to any person for its actions in connection with submitted plans and specifications, unless it be shown that the Committee acted with malice or wrongful intent.

5. DRAINAGE: No vehicle entrance to any lot in the Subdivision from any dedicated road or street shall be constructed or used unless serviced by a constructed drainage culvert located and sized in a manner which shall first be approved in writing by the Committee. The Committee's action in reviewing such drainage plans shall be guided by the recommendations of the Road Superintendent of Eagle County, Colorado.

6. EASEMENTS: Easements and rights of way are hereby reserved as shown or described on the recorded plat of the Subdivision. There are in addition (i) easements reserved in the right of way of each road for water and all other utilities; (ii) utility and drainage easements seven and one-half feet in width reserved along each side of every lot in the Subdivision not fronting on a dedicated street or road.

7. FENCES: No fence, wall or similar type barrier exceeding 36 inches in height of any kind shall be constructed, erected or maintained on any lot, except such functional fences or walls as may be approved by the Committee as an integral or decorative part of a building to be erected on a lot.

8. SIGNS: No signs, billboards or other advertising structure of any kind shall be erected, constructed or maintained on any lot for any purpose whatsoever, except such commercial signs as have been approved by the Committee either for identification of residences or places of business or other commercial uses.

9. WATER AND SANITATION: Each structure designed for occupancy or use by human beings shall connect with water and sanitation facilities made available at any time in the future by Grantor or any other person or entity. No private wells shall be used as a source of water for human consumption or irrigation.

10. TRASH: No trash, ashes or other refuse shall be thrown or dumped on any land within the Subdivision. There shall be no burning or other disposal of refuse out of doors. Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from the public view and protected from disturbance.

11. LIVESTOCK: No animals, livestock, horses or poultry (except dogs, cats and other pets for household enjoyment and not for commercial purposes, and except horses owned and used in conjunction with a livery operation approved by the Committee shall be kept, raised or bred in the Subdivision.

12. TREES: Trees naturally existing upon the lot, except to the extent necessary for construction purposes, shall not be cut, trimmed or removed from the properties, except that the Committee may approve some thinning or trimming if it seems desirable.

13. SET BACK REQUIREMENTS: There shall be no general rule for the location of improvements with relation to property lines, but all actual construction sites shall receive the advance approval of the Committee.

(a) No structure located on a Double Unit or Four Unit Residential Lot shall exceed three stories or thirty-five feet in height measured from grade at the mid point of the structure; no structure located on a Multiple Unit Residential Lot or Commercial Lot shall exceed six stories or sixty-five feet in height measured from grade at the midpoint of the structure;

(b) Off street vehicle parking shall be provided on a ratio of (i) one and one-half parking units for each dwelling unit in a multiple family residence, condominium or apartment; (ii) one parking unit for each rental unit in a hotel, motel or lodge; (iii) three parking units for every 1,000 square feet of floor area devoted to customer service (exclusive of halls and utility areas) in a restaurant, retail or service shop; (iv) two parking units for each dwelling unit constructed on a Double Unit or Four Unit Residential Lot;

(c) Unless otherwise approved by the Committee, each parking unit shall contain 300 square feet including drives between parking rows and shall be located entirely within lot lines;

(d) Required vehicle parking in the Subdivision may be wholly on grade or partly below grade. All driveways and parking units on grade in the Subdivision for Multiple Unit Residential Lots and Commercial Lots shall be paved.

15. LANDSCAPING: All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses; but the Committee may approve construction of gardens, lawns, and exterior living areas.

16. TEMPORARY STRUCTURES: No temporary structure, excavation basement, trailer or tent shall be permitted in the Subdivision, except as may be determined to be necessary during construction and specifically authorized by the Committee in writing.

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

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

19. VARIANCE: A variance from or exception to the provisions hereof as well as a vacation of any easement reserved or described on the recorded plat of the Subdivision or herein may be granted in writing by the Committee upon approval thereof by the Board of County Commissioners of Eagle County, Colorado.

20. EFFECT AND DURATION OF COVENANTS: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each lot in the Subdivision, and each owner of property therein, his successors, representatives and assigns and shall continue in full force and effect until January 1, 1999, at which time they shall be automatically extended for five successive terms of ten years each.

21. AMENDMENT: The conditions, restrictions stipulations, agreements and covenants contained herein shall not be abandoned, terminated, or amended except by written consent of the owners of 51% of the land included within the boundaries of the Subdivision and by approval of the Board of County Commissioners of Eagle County, Colorado.

22. ENFORCEMENT: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Committee, the Board of County Commissioners of Eagle County, Colorado or any person or persons owning real property in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorney's fees, for such violations.

23. SEVERABILITY: Invalidation of any one of the provisions of this instrument by judgment or court order or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed this 31 day of January, 1974.

GROUSE MOUNTAIN AT VAIL, LTD.
By Stone Creek Company,
a Colorado corporation,
General Partner

By Frederick D. Green
Frederick D. Green, President



Pamela Harvey
Pamela Harvey, Assistant Secretary

The foregoing instrument was subscribed and sworn to before me this 31 day of January, 1974.

My Commission expires: 1974-12-31

[Signature]
Notary Public

DECLARATION OF PROTECTIVE COVENANTS

FOR

EAGLE-VAIL SUBDIVISION - FILING NO. 2

GROUSE MOUNTAIN AT VAIL, LTD., a Colorado limited partnership, of which Stone Creek Company, a Colorado corporation, is a general partner ("Grantor"), is the beneficial owner of all that real property within the subdivision named Eagle-Vail Subdivision - Filing No. 2 in Eagle County, Colorado. the plat of which was filed under reception number 123663, and recorded in Map Case 2, Drawer E of Plats.

Grantor hereby makes and declares the following limitations, restrictions and uses upon and of such real property as restrictive and protective covenants running with the land, and as binding upon Grantor and upon all persons claiming under Grantor and upon all future owners of any part of such real property, so long as these restrictive and protective covenants shall remain in effect:

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

Subdivision - Eagle-Vail Subdivision - Filing No. 2

Lot - A lot within Eagle-Vail Subdivision - Filing No. 2

Double Unit Residential Lot - A lot which can be used solely for residential purposes and upon which not more than one building, containing not more than two dwelling units, together with not more than one garage outbuilding, may be constructed.

Four Unit Residential Lot - A lot which can be used solely for residential purposes and upon which not more than one building, containing not more than four dwelling units with not more than one garage outbuilding, may be constructed.

Multiple Unit Residential Lot - A lot which can be used solely for multiple family residential family purposes, condominiums, apartments, retail shops, service shops (excluding automobile service stations) restaurants, motels, hotels, lodges, professional offices and medical clinics, and upon which the number of dwelling, condominium, apartment, motel, hotel or lodge units to be constructed and the number of buildings to be so constructed upon each such lot shall be as approved in writing by the Grantor; provided that, in cases where all provisions of these protective covenants are otherwise complied with, Grantor shall not pursuant to these protective covenants prohibit the construction of up to 35,000 square feet of enclosed floor space (exclusive of underground parking garages) per acre of land contained within any such lot.

Commercial lot - A lot which can be used solely for retail shops, service shops, (including automobile service stations),

restaurants and professional offices.

Recreation Lot - A lot which can be used solely for recreational purposes such as swimming, picnicking, volleyball and the like, and which may have constructed thereon buildings associated with such uses.

Committee - A group of three persons who shall be responsible for the administration and enforcement of these protective covenants. One of such persons shall be appointed by Grantor, one of such persons shall be appointed by Vail Associates, Inc., a Colorado corporation, and the third shall be selected by the two persons so appointed. A majority of the Committee shall govern its actions. Any vacancy on the Committee which shall continue for a continuous period of thirty days without replacement in the manner provided above may be filled by appointment of the Board of County Commissioners of Eagle County, Colorado.

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

3. **USES:** All lots in the Subdivision shall fall within the following land use definitions:

<u>Definition</u>	<u>Lot Description</u>
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soils site investigation and foundation report; the floor, elevation, plot and grading plans; provisions for off-street parking and locations of driveway access; the specifications of principal exterior materials, color schemes and the location, character and method of utilization of all utilities) have been submitted to the Committee and by it approved in writing. Owners of lots within the Subdivision are encouraged to consult with the Committee prior to and during the preparation of such plans and specifications in order to avoid withholding or delay in approval.

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

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22. ENFORCEMENT: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Committee, the Board of County Commissioners of Eagle County, Colorado or any person or persons owning real property in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorney's fees, for such violations.

23. SEVERABILITY: Invalidation of any one of the provisions of this instrument by judgment or court order or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed this 31 day of January, 1977.

GROUPSE MOUNTAIN AT VAIL, LTD.
By Stone Creek Company,
a Colorado corporation,
General Partner

By Frederick D. Green
Frederick D. Green, President



Pamela Harvey
Pamela Harvey, Assistant Secretary

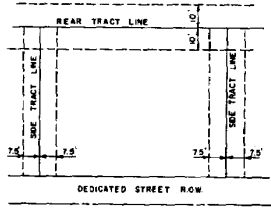
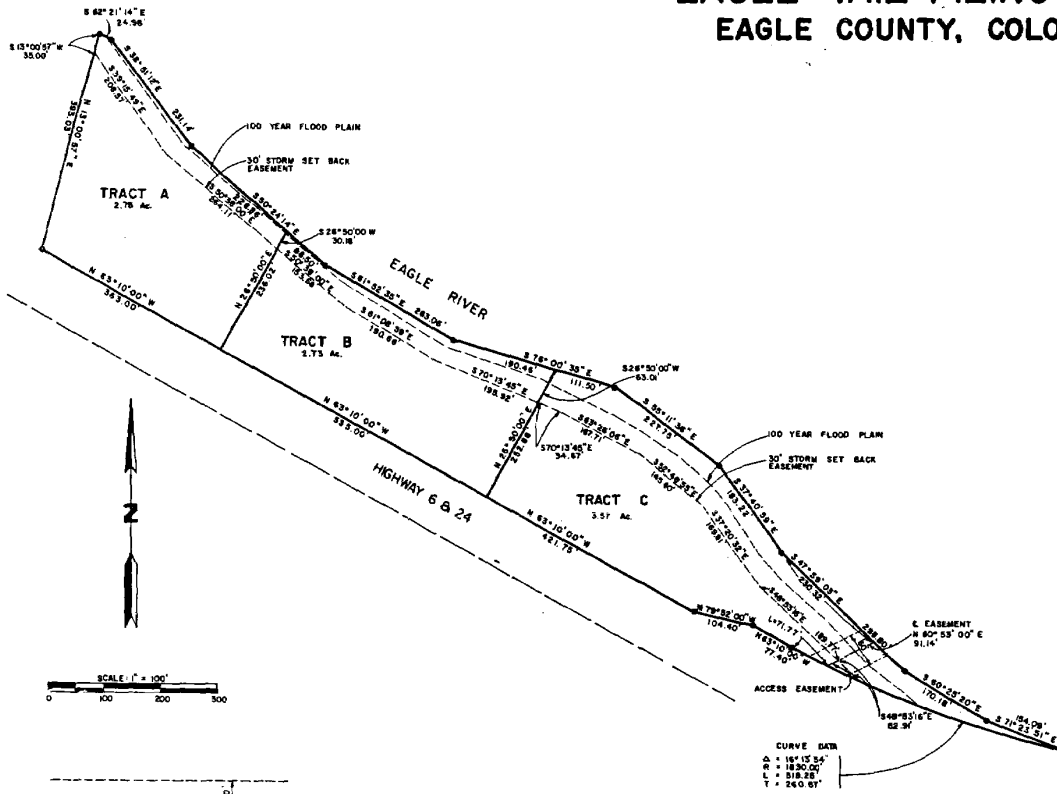
The foregoing instrument was subscribed and sworn to before me this 31 day of January, 1977.

My Commission expires: _____

[Signature]
Notary Public

271/85
167481
AMENDED FINAL PLAT
LOT 1A, BLOCK 2,
EAGLE-VAIL FILING NO. 2

AMENDED FINAL PLAT LOT 1A, BLOCK 2, EAGLE-VAIL FILING NO. 2 EAGLE COUNTY, COLORADO



TYPICAL UTILITY & DRAINAGE EASEMENT
UTILITY AND DRAINAGE EASEMENTS TEN (10) FEET IN WIDTH ARE RESERVED ALONG EACH SIDE OF EVERY BACK TRACT LINE OF EVERY TRACT IN THE SUBDIVISION. IN ADDITION, UTILITY AND DRAINAGE EASEMENTS SEVEN AND ONE-HALF (7 1/2) FEET IN WIDTH ARE RESERVED ALONG EACH SIDE OF EVERY SIDE TRACT LINE IN THE SUBDIVISION NOT FRONTING ON A DEDICATED STREET OR ROAD; EXCEPT WHERE NOTED OTHERWISE ON THE PLAT.

- NOTES:**
- (1) DATE OF SURVEY: 10/28/77
 - (2) BASIC OF BEARING: WEST LINE OF LOT 1A, BLOCK 2, EAGLE VAIL FILING 2 SUBDIVISION
 - (3) PIN 85447 (ALUMINUM)
 - (4) COMPLETION DATE: 1985
 - (5) LAND USE: MULTI FAMILY
 - (6) TOTAL ACREAGE OF LOT 1A = 9.05 ACRES

CERTIFICATION OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT GROUSE MOUNTAIN AT VAIL LTD. BEING SOLE OWNER IN FEE SIMPLE OF LOT 1A, BLOCK 2, EAGLE VAIL FILING NO. 2 SUBDIVISION, EAGLE COUNTY, COLORADO HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO TRACTS AS SHOWN HEREON AND DESIGNATE THE SAME AS AMENDED FINAL PLAT, LOT 1A, BLOCK 2, EAGLE VAIL FILING NO. 2, IN THE COUNTY OF EAGLE, STATE OF COLORADO, FOR PUBLIC USE THE STREETS SHOWN HEREON INCLUDING AVENUES, DRIVES, COURTS, PLACES AND ALLEYS, THE PUBLIC LANDS AND DRAINAGE EASEMENTS SHOWN HEREON FOR UTILITY AND DRAINAGE PURPOSES ONLY; AND DO FURTHER STATE THAT THIS SUBDIVISION SHALL BE SUBJECT TO THE PROTECTIVE COVENANTS FILED AND RECORDED FOR THIS SUBDIVISION IN THE OFFICE OF THE CLERK AND RECORDER OF EAGLE COUNTY, COLORADO AS DOCUMENT NO. 124884.

EXECUTED THIS 5th DAY OF APRIL, A.D. 1978.

OWNER: GROUSE MOUNTAIN AT VAIL, LTD.

BY: STONE CREEK COMPANY, A COLORADO CORPORATION
P.O. BOX 1308, VAIL, COLORADO 81657
BY: Jack Green
FRED GREEN, PRESIDENT
ATTEST: Oliver A. Balt
ASSISTANT SECRETARY

STATE OF COLORADO) SS:
COUNTY OF EAGLE)
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF April, A.D. 1978 BY FRED GREEN.
MY COMMISSION EXPIRES: 6-24-78
WITNESS MY HAND AND SEAL
John T. Johnson
NOTARY PUBLIC

ATTORNEY'S CERTIFICATE

FREDERICK S. OTTO DOES HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH LANDS IS VESTED IN FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS: DEED OF TRUST RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF EAGLE COUNTY, COLORADO IN BOOK 225 PAGE 438 AND EXCEPT TAXES FOR 1978 PAYABLE IN 1979 AND U.S. PATENT RESERVATIONS.
DATED THIS 6th DAY OF APRIL, A.D. 1978. Frederick S. Otto

SURVEYOR'S CERTIFICATE

I, LEROY E. TOBLER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS AMENDED PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF LOT 1A, BLOCK 2, EAGLE VAIL, FILING NUMBER 2, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS GOVERNING THE SUBDIVISION ON LAND.
IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS 3rd DAY OF April, A.D. 1978
Leroy E. Tobler
LEROY E. TOBLER, PE & LS 85547

PLANNING COMMISSION CERTIFICATE

THIS PLAT APPROVED BY THE EAGLE COUNTY PLANNING AND ZONING COMMISSION THIS 17th DAY OF MAY, A.D. 1978.
Donald J. Fine
CHAIRMAN

COUNTY COMMISSIONER'S CERTIFICATE

THIS PLAT APPROVED BY THE BOARD OF COMMISSIONERS OF EAGLE COUNTY, COLORADO THIS 24th DAY OF MAY, A.D. 1978, FOR FILING WITH THE CLERK AND RECORDER OF EAGLE COUNTY AND FOR CONVEYANCE TO THE COUNTY OF THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISION THAT APPROVAL IN NO WAY OBLIGATES EAGLE COUNTY FOR FINANCING OR CONSTRUCTING OR IMPROVEMENTS ON LANDS, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF COMMISSIONERS AND FURTHER THAT SAID APPROVAL SHALL IN NO WAY OBLIGATE EAGLE COUNTY FOR MAINTENANCE OF STREETS DEDICATED TO THE PUBLIC UNTIL CONSTRUCTION OF IMPROVEMENTS THEREON SHALL HAVE BEEN COMPLETED TO THE SATISFACTION OF THE BOARD OF COMMISSIONERS.
CHAIRMAN: Don Williams
WITNESS MY HAND AND SEAL OF THE COUNTY OF EAGLE
ATTEST: Maxwell R. Boy

CLERK AND RECORDER'S CERTIFICATE 1674810

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT 1st O'CLOCK P.M. January 18, 1978 AND IS DULY RECORDED IN BOOK 271 PAGE NUMBER 85
DRAWN: 2
BY: Annmarie Fisher
DEPUTY

294/668

191063

ADJOINING OWNERS AGREEMENT

ADJOINING OWNERS AGREEMENT
CREATING COMMON DRIVEWAY
PERPETUAL EASEMENT

THIS AGREEMENT is entered into this 21st day of November, 1979, and is by and between GFB, LTD., a Colorado Limited Partnership, JAMES C. POTTER, General Partner (hereinafter referred to as GFB) and KELTON DEVELOPMENT GROUP, a Colorado General Partnership, ARTHUR KELTON, JR., General Partner (hereinafter referred to as KDG), together referred to as the adjoining owners.

W I T N E S S E T H:

WHEREAS, GFB is the owner of the properties legally described on the attached Exhibit A, and

WHEREAS, KDG is the owner of the properties legally described on the attached Exhibit B, and

WHEREAS, the properties described on Exhibits A and B are contiguous to each other and the adjoining owners are desirous of creating a Common Driveway Perpetual Easement across the Exhibit A and Exhibit B properties owned by them for the benefit of each of them.

NOW THEREFORE, the parties hereto do hereby covenant and agree as follows:

ARTICLE I

CONSIDERATION

The consideration for this Common Driveway Perpetual Easement is the mutual promises and covenants contained herein.

ARTICLE II

GRANT OF PERPETUAL EASEMENT

The adjoining owners for themselves and their successors and assigns, hereby grant, bargain, sell and convey to the other adjoining owner, their successors or assigns their one-half of the easement as described on the attached Exhibit C. This easement is for the benefit of and appurtenant to the lands, or any portion thereof described on Exhibits A and B.

Each of the adjoining owners hereby expressly reserve to themselves, their successors and assigns, the right, at their own risk, to cross upon the strip or parcel of land hereby conveyed, by the lanes and roads now established or to be established on the above-described property and at such other points as may be agreed upon by the parties to this deed, their successors, or assigns, for the purpose of having access to such part or portion of the lands and premises of the adjoining owners as may, by the conveyance of the herein described tract or parcel of land, be cut off from the rest of the land and premises of the adjoining owners, their successors or assigns.

ARTICLE III

PURPOSE OF EASEMENT

The purpose of the easement is for a mutual driveway to exist from State Highways 6 and 24. "Driveway purposes" as used in this Agreement means use thereof by vehicles of not more than 10,000 pounds GVW (trash haulers excepted) or more than three axles, persons on foot, horseback or in wheeled vehicles; however, emergency vehicles such as fire trucks, moving vans and construction equipment may use the easement for not-in-the-ordinary course of business movement or so long as their use of the easement does not damage the road bed or adequate bond (public or private) is provided to assure repair of the damage.

ARTICLE IV

COVENANT THAT OPERATION OF EASEMENT

NOT INTERFERE WITH SERVIENT TENEMENTS

The parties agree further, as a part of the consideration of this conveyance, that the parties shall so maintain and operate the right of way herein granted in such a manner that the operation thereof will in no way hinder or prevent the proper and reasonable use and enjoyment by the other party including traversing of the property through which the easement is hereby granted.

ARTICLE V

EXPENSES TO BE SHARED

The parties agree to equally share the costs and expenses of maintaining in a workmanlike manner the above-described easement in good repair so long as the easement is in effect. However, the initial grading and blacktopping of the entire easement shall be performed at the expense of GFB.

ARTICLE VI

MAINTENANCE AND REPAIRS DEFINED

The repairs and maintenance to be undertaken and performed under this Agreement shall include the following and only the following:

1. The mutual driveway as shown on Exhibit C shall be repaired, maintained, and replaced to the same standard, and in conformity with, the remainder of the parking areas. The responsibility for and expense of such work shall be equally that of both parties.

2. Repairs and maintenance of the mutual driveway shall include filling of chuckholes, snow removal and such other necessary work as is reasonably required to maintain the mutual driveway easement in safe and attractive manner. Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repair specified above, shall not be undertaken under this Agreement except with the express written consent of each of the parties and an assumption by each in writing of their proportionate share of financial liability for the cost of such additional repairs or maintenance.

ARTICLE VII

LIMITS OF LIABILITY

The parties hereto agree to bear the costs and expenses of repairs and maintenance authorized in Article VI, paragraph 2 pursuant to and during the term of this Agreement for said easement follows:

1. Each party agrees to bear 50 percent of such costs and expenses not to exceed, per party, the sum of \$100 per year unless a greater sum is authorized in writing by both parties hereto.

ARTICLE VIII

DESIGNATION OF AGENT

GFB (odd years) and KDG (even years) is hereby designated as the agent of the parties to contract for and oversee the repairs and maintenance authorized under this Agreement. Such agent, on acceptance of the agency, shall be personally liable for any and all debts contracted by him on behalf of the parties hereto for repairs and maintenance of the easement during the term of this Agreement in excess of the parties' total agreed liability of \$200 per year, except such debts contracted after obtaining the parties' written consent to be liable therefor. Either party may with written notice to the other assign the aforesaid agency to any condominium association formed by it to oversee such easement if such becomes a General Common Element of a condominium subdivision. Such assignment of agency shall be evidenced by written instrument duly recorded.

ARTICLE IX

COMPENSATION OF AGENT

The total compensation for the Agent for acting as such under this Agreement shall be \$10, payable yearly. Such compensation is to be included in the parties' liability specified in Section VIII hereof. No bond shall be required of the Agent.

ARTICLE X

ADVANCEMENT OF COSTS AND EXPENSES

On the execution of this Agreement by the parties and the acceptance by GFB of its appointment as first Agent hereunder, each party shall advance his percentage share, as set forth above, of \$100 and deposit the same in the Agent's trustee account for use by the Agent in paying the costs and expenses authorized and incurred under this Agreement.

As the Agent requires additional funds from time to time to pay the costs and expenses authorized and incurred under this Agreement, each party shall deposit his percentage share of the sums required, subject to the limits of liability under this Agreement, in the Agent's trustee account on receipt of notice from the Agent that such funds are required.

ARTICLE XI

ACCOUNTING BY AGENT

The Agent shall furnish to the parties hereto written reports of maintenance and repairs undertaken, costs and expenses incurred, and receipts for the payment of costs and expenses at least once per year.

ARTICLE XII

NOTICES

Any notice or report required under this Agreement shall be sent to the parties and the Agent hereunder at the addresses respectively listed below unless such addresses change by written notice to each person concerned, in which event the new address given shall be used for the sending of such notice or report. Any required notice shall be made by regular mail, properly addressed and postage prepaid.

GFB, LTD:
P. O. Box 1908
Vail, Colorado 81657

KELTON DEVELOPMENT GROUP
c/o Timber Builders, Inc.
1911-11
Boulder, Colorado 80302

ARTICLE XIII

PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY

Any liability of the parties for personal injury to the agent hereunder, or to any workmen employed to make repairs under this Agreement, or to third persons, as well as any liability of the parties for damage to the property of the Agent, or any such workmen, or of any third person, as a result of or arising out of repairs and maintenance under this Agreement, shall be borne, as between the parties, in the same percentages as they bear the costs and expenses of such repairs and maintenance. Liability insurance in an amount and terms to be agreed upon shall be

obtained and the premiums therefore shall be paid by the Agent or by the separate parties as they shall so agree.

ARTICLE XIV

INDEMNITY

Each of the parties agrees to indemnify the other against all liability for injury to himself or damage to his property when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken pursuant to this Agreement.

ARTICLE XV

EASEMENT TO RUN WITH LAND

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors, or assigns.

WITNESS OUR HANDS and seals this 2nd day of November, 1979.

GRANTOR/GRANTEE:
GFB, LTD.,
a Colorado Limited Partnership

GRANTOR/GRANTEE:
KELTON DEVELOPMENT GROUP
a Colorado Partnership

BY: [Signature]
General Partner

BY: [Signature]
General Partner

AGENT (O s):
GFB, LTD. Colorado Limited Partnership

BY: [Signature]
General Partner

AGENT (Even Years):
KELTON DEVELOPMENT GROUP, a Colorado Partnership

BY: [Signature]
General Partner

EXHIBIT A

TRACT B, AMENDED FINAL PLAT OF LOT 1A, BLOCK 2,
EAGLE VAIL, FILING NO. 2, ACCORDING TO THE PLAT
RECORDED JUNE 13, 1978, IN BOOK 271 AT PAGE 85, OF
THE RECORDS OF THE CLERK AND RECORDER OF EAGLE
COUNTY, COLORADO.

EXHIBIT B

TRACT C AMENDED FINAL PLAT OF LOT 1A, BLOCK 2,
EAGLE VAIL FILING NO. 2, ACCORDING TO THE PLAT
RECORDED JUNE 13, 1978, IN BOOK 271, PAGE 85,
COUNTY OF EAGLE, STATE OF COLORADO.

EXHIBIT C

An easement for access purposes accross a portion of Tract B and Tract C, Amended Final Plat, Lot 1-A, Block 2, EAGLE-VAIL FILING NO. 2, according to the plat recorded June 13, 1978 in Book 271 at Page 85, County of Eagle, State of Colorado; more particularly described as follows:

Beginning at a point which is the South Easterly corner of said Tract B and the South Westerly corner of said Tract C; thence along the Southerly Boundary of said Tract B, N 63° 10' 00" W, 13.00 feet; thence departing said Southerly Boundary N 26° 50' 00" E, 48.00 feet; thence S 63° 10' 0" E, 13.00 feet to a point on the Boundary line common to Tract B and C; thence continuing S 63° 10' 0" E, 13.00 feet; thence S 26° 50' 00" W, 48.00 feet to a point on the Southwest Boundary of said Tract C; thence N 63° 10' 00" W, along said Southerly Boundary 13.00 feet to the point of beginning.

302/473
198860
EASEMENT DEED

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS

GROUP

THAT THE KEELTON DEVELOPMENT (hereinafter referred to as "Grantor"), for TEN DOLLARS (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey and confirm unto the EAGLE VAIL METROPOLITAN DISTRICT, a quasi-municipal corporation of the State of Colorado. Whose legal address is

P. O. Box 1308 Vail Colorado, 81657 (hereinafter referred to as "Grantee"), the following real property situate in the County of Eagle, State of Colorado, to-wit:

A permanent easement together with the right of ingress and egress, to construct, reconstruct, operate, repair and maintain a water line and related appurtenances, in, on, over under and through that tract of land more particularly described in "Exhibit A", which exhibit is attached hereto and incorporated herein by this reference.

Together with all and singular 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 in equity, of, in and to the above-bargained real property interest, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the real property interest above-bargained and described with appurtenances, unto the Grantee, its successors and assigns forever. And the Grantor, for itself, its heirs, successors and assigns, covenants, grants, bargains and agrees to and with the Grantee, its successors and assigns, that it has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear of all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatsoever kind and nature, subject to those liens, taxes, assessments and encumbrances of record, if any; said above-bargained and described real property interest to remain in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by or through the Grantor, which Grantor shall and will WARRANT AND FOREVER DEFEND.

Grantor, its heirs, successors, and/or assigns shall not erect nor place any permanent building, structure, improvement, fence or tree on the above-described easement, and Grantee shall not be liable for their removal if they are so placed.

Acceptance of this Easement by Grantee shall constitute its agreement and consent as follows:

- 1. At such time and in the event that the easement described herein shall be abandoned, Grantee's real property interest in the easement shall immediately revert to and be thereafter merged with the servient estate.

STATE DOCUMENTARY FEE

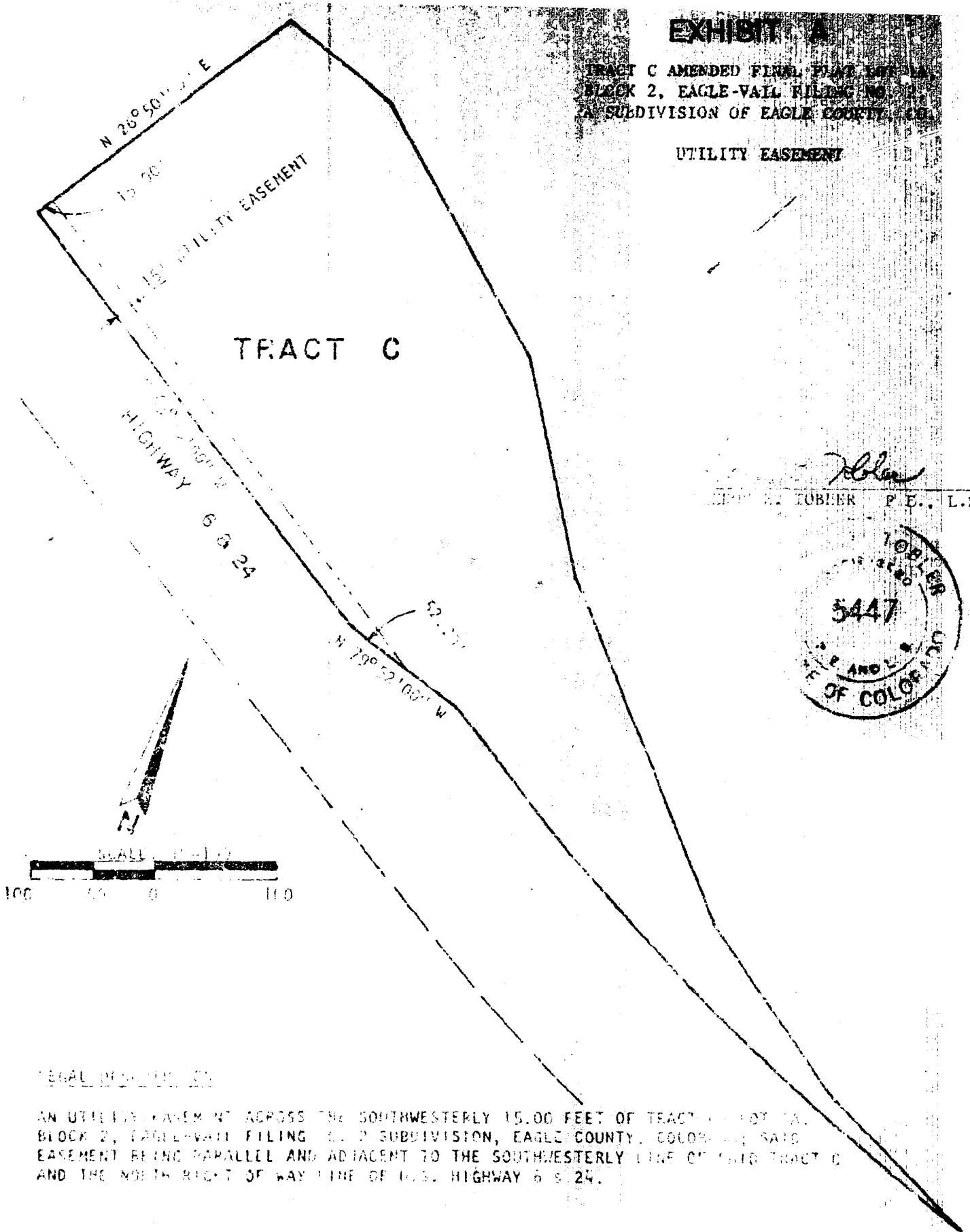
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\$ 19.00

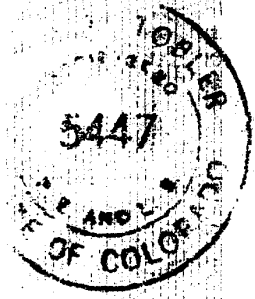
EXHIBIT A

TRACT C AMENDED FINAL PLAT FOR
BLOCK 2, EAGLE-VALE FILING NO. 100
A SUBDIVISION OF EAGLE COUNTY, COLO.

UTILITY EASEMENT



Robert
ROBERT TUBBER P.E., L.S.



LEGAL DESCRIPTION

AN UTILITY EASEMENT ACROSS THE SOUTHWESTERLY 15.00 FEET OF TRACT C, LOT 1A,
BLOCK 2, EAGLE-VALE FILING NO. 100 SUBDIVISION, EAGLE COUNTY, COLORADO, SAID
EASEMENT BEING PARALLEL AND ADJACENT TO THE SOUTHWESTERLY LINE OF SAID TRACT C
AND THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 6 & 24.

**305/583
201967
*UNDERGROUND RIGHT-OF-WAY
EASEMENT***

HOLY CROSS ELECTRIC ASSOCIATION, INC.
UNDERGROUND RIGHT-OF-WAY BASEMENT

ALL MEN BY THESE PRESENTS, that the undersigned,

THE SUNRIVER COMPANY, A Joint Venture

hereinafter called "Grantor") for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto HOLY CROSS ELECTRIC ASSOCIATION, INC., a cooperative corporation whose post office address is P.O. Drawer 250, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Eagle, State of Colorado, described as follows:

Tract C Amended Final Plat, Lot 1-A, Block 2, Eagle-Vail, Filing No 2 as more fully described in Book 236 at Page 719 in the Eagle County Courthouse, Eagle, Colorado.

and, to construct, reconstruct, repair, change, enlarge, re-phase, operate, and maintain an underground electric transmission or distribution line, or both, with the underground vaults, conduit, fixtures and equipment used or useable in connection therewith, together with associated equipment required above ground, within the above mentioned lands, upon an easement described as follows:

An easement ten (10) feet in width, the centerline for said easement being underground power facilities, the approximate location of which upon the above described property is shown on Exhibit A attached hereto and made a part hereof by reference.

This document specifically allows the placement of additional underground conductors, pad-mounted facilities and/or related equipment upon the easement described by the attached Exhibit A.

Together with the right to remove any and all trees, brush, vegetation and obstructions within said strip of land when such is reasonably necessary for the implementation and use of the rights hereinabove granted. After the exercise by Grantee of any of its rights hereunder, Grantee shall promptly restore the surface of the ground to its former conditions, as nearly as is practicable, and shall promptly replace any and all trees, brush, and vegetation removed or damaged by Grantee.

Grantor agrees that all facilities installed by Grantee on the above described lands shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantor covenants that it is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following:

DO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on this 15th day of JUNE, 1980.

THE SUNRIVER COMPANY, A Joint Venture

BY: [Signature]
TITLE: MANAGER

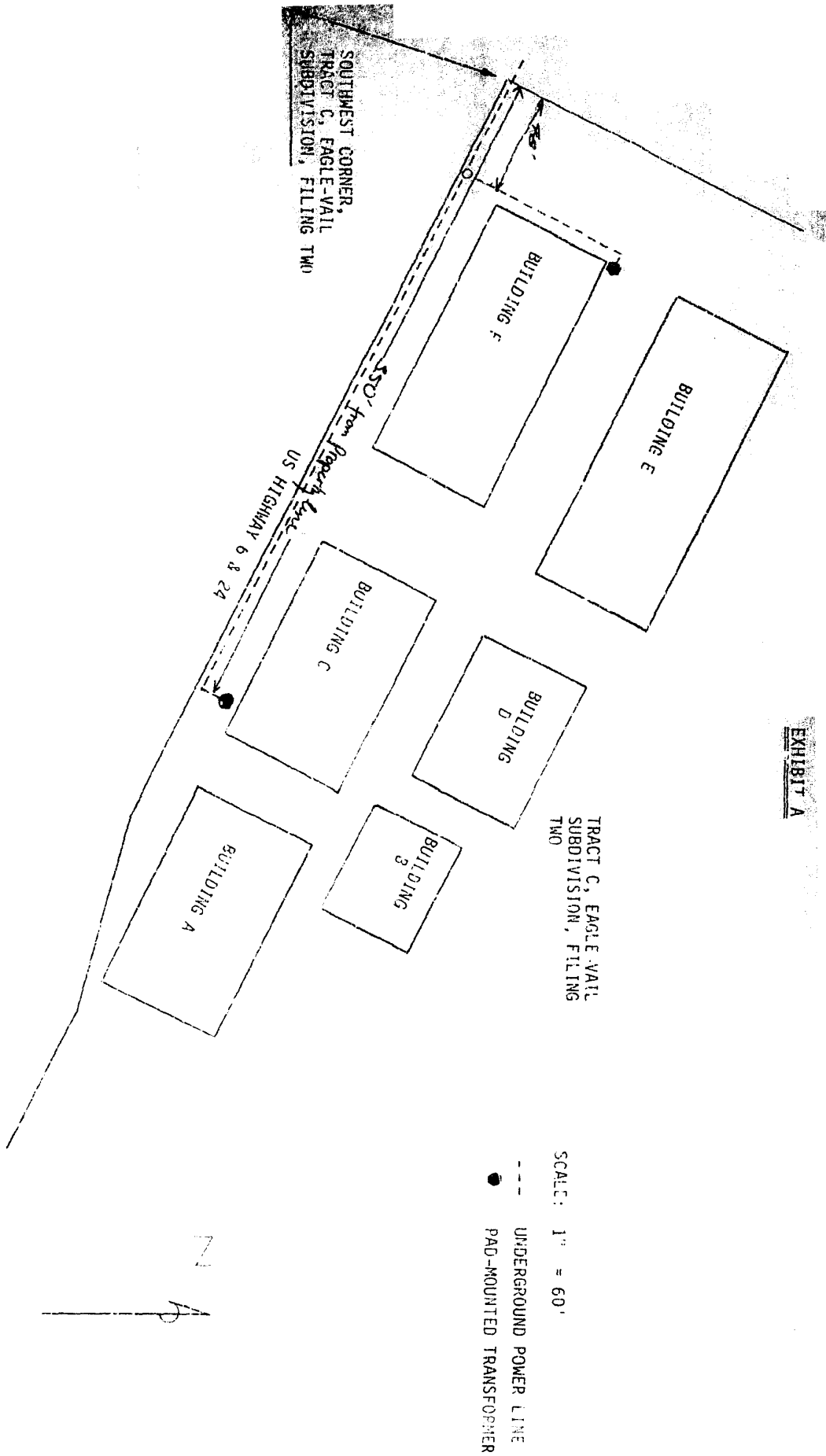
_____) ss.
_____)

This document was acknowledged before me this 15th day of JUNE, 1980, by Paul N. Eklund as Manager of THE SUNRIVER COMPANY, A Joint Venture

Notary Public seal.

[Signature]
Notary Public

EXHIBIT A



SOUTHWEST CORNER,
TRACT C, EAGLE-VAIL
SUBDIVISION, FILING TWO

TRACT C, EAGLE-VAIL
SUBDIVISION, FILING
TWO

SCALE: 1" = 60'

- UNDERGROUND POWER LINE
- PAD-MOUNTED TRANSFORMER

323/904
220270
RIGHT-OF-WAY EASEMENT

Eagle County

**HOLY CROSS ELECTRIC ASSOCIATION, INC.
RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

THE SUN RIVER COMPANY a joint venture

(hereinafter called "Grantor"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto HOLY CROSS ELECTRIC ASSOCIATION, INC., a cooperative corporation whose post office address is P.O. Drawer 250, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Eagle, State of Colorado, described as follows:

Tract C, Amended Plat, Lot 1-A, Block 2, Eagle-Vail, Filing No. 2 as more fully described in Book 286 at Page 119 in the Eagle County Courthouse, Eagle, Colorado.

And, to construct, reconstruct, enlarge, operate, maintain and remove an electric transmission or distribution line or system, within the above mentioned lands, upon an easement described as follows:

The south 150 feet of the west 20 feet of said Tract C.

And, in addition, Grantor hereby grants to Grantee, and to its successors and assigns, the right to clear all trees and brush, by machine work or otherwise, within said easement, and the further right to cut trees, even though outside of said easement, which are tall enough to strike the wires in falling.

Grantor agrees that all poles, wire and other facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantor covenants that it is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following:

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on this 12th day of MAY, 1981.

THE SUN RIVER COMPANY, a joint venture

BY: Paul N. Eklund

TITLE: President

STATE OF COLORADO

COUNTY OF EAGLE

The foregoing instrument was acknowledged before me this 12th day of MAY, 1981 by PAUL N. EKLUND AS PRESIDENT for THE SUN RIVER COMPANY, a joint venture.

WITNESS my hand and official seal.
My commission expires:

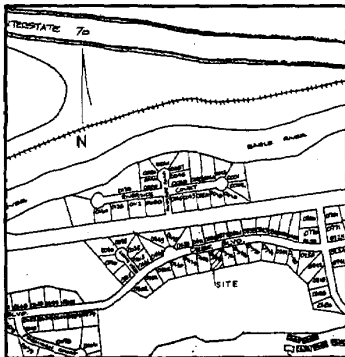
5/12/82

E. M. T. [Signature]
Notary Public

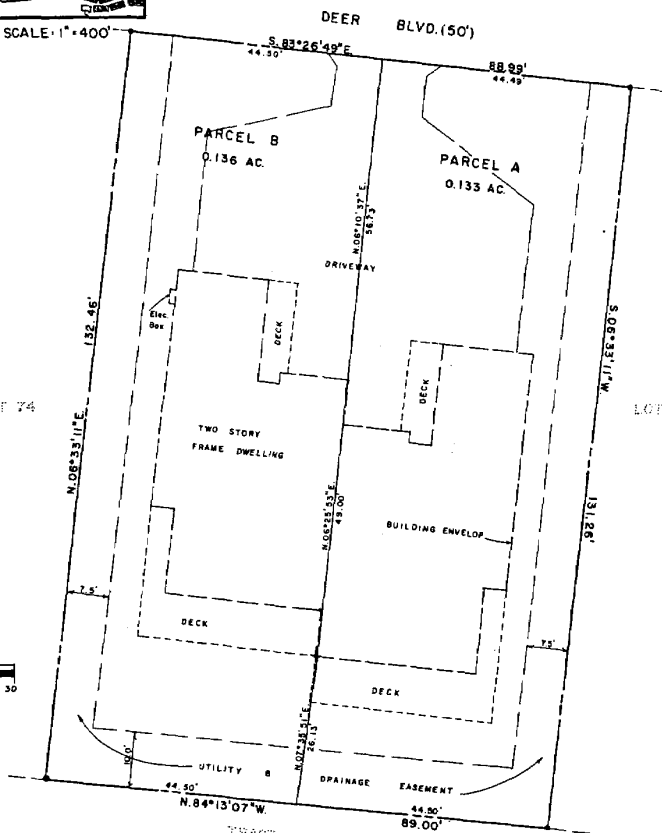


752295
PLAT

FINAL PLAT
A RESUBDIVISION OF LOT 73, BLOCK 1
 Eagle - Vail Subdivision, Filing No. 2, Eagle County, Colorado

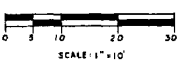
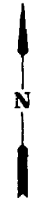


VICINITY MAP SCALE: 1" = 400'



LOT 74

LOT 72



- NOTES:
- 1) O Indicates Pin and Cap Found
 - 2) @ Indicates Pin and Cap Set. L.S. 14109
 - 3) Date of Survey: July 25, 1984
 - 4) Completion Date of Improvements: December 1984
 - 5) Street Address: 0388 Deer Blvd.
 - 6) Note of Reconciliation: The line between the northwest corner and the northeast corner of Lot 73 being S. 83°26'49"E.

CERTIFICATION OF DEDICATION AND OWNERSHIP
 Know all men by these presents that the undersigned being sole owner(s) of fee simple of all that real property situated in Eagle County, Colorado described as follows:

Lot 73, Block 1, Eagle-Vail Subdivision, Filing No. 2, Eagle County, Colorado and containing 0.269 of an acre, more or less;

have by these presents laid out, platted and subdivided the same into lots and blocks as shown on this final plat under the name and style of A Resubdivision of Lot 73, Block 1, Eagle-Vail Subdivision, Filing No. 2, a subdivision in the County of Eagle; and does hereby accept the responsibility for the completion of required improvements; and does hereby dedicate and set apart all of the public roads and other public improvements and places as shown on the accompanying plat to the use of the public forever; and does hereby dedicate those portions of said real property which are indicated as easement on the accompanying plat as easements for the purposes shown hereon; and does hereby grant the right to install and maintain necessary structures to the entity responsible for providing the services for which the easements are established.

EXECUTED this 15th day of August, A.D. 1984.

OWNER: R-V VENTURE

Eric Knapp
 Eric Knapp
 810 210
 Aron, Colorado 81610

STATE OF COLORADO) ss
 COUNTY OF EAGLE)

The foregoing certification was acknowledged before me this 14th day of August, A.D. 1984 by James Eric Knapp
 as Member of R-V VENTURE.

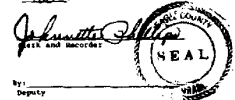
Witness my hand and official seal: *Stephen K. Scott*
 County Public Clerk & Recorder
 DEER, CO 80209

My commission expires: 6-27

CLERK AND RECORDER'S CERTIFICATE 291474

This plat was filed for record in the Office of the Clerk and Recorder at 1:30 o'clock P.M. September 20th 1984 and is duly recorded in Book 568, Page No. 150

Deed 399/181
 291475



PLANNING COMMISSION CERTIFICATE

This final plat approved by the Eagle County Planning Commission this 14th day of August, A.D. 1984.

John W. Hill
 Chairman
 Eagle County Planning Commission

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable on 1.74 upon all parcels of real estate described on this plat was paid in full.

Dated this 15th day of August, A.D. 1984.

Molly Silver Deputy
 Treasurer Eagle County

COUNTY COMMISSIONER'S CERTIFICATE

This Plat approved by the Board of County Commissioners of Eagle County, Colorado this 15th day of August, A.D. 1984 for filing with the Clerk and Recorder of Eagle County and for conveyance to the County of the public dedications shown hereon subject to the provisions that approval is in no way an indication of the maintenance of roads dedicated to the public until construction of improvements thereon shall have been completed in accordance with Eagle County specifications and the Board of County Commissioners of Eagle County has by a subsequent resolution agreed to undertake maintenance of the same. This approval does not guarantee that the site, soil conditions, subsurface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a building permit, zoning disposal permit or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, parking, grading, landscaping, water, electric, plumbing, road lighting, road signs, flood protection devices, drainage structures, and all other improvements that may be required shall be the responsibility of the subdivider and not the County of Eagle.

W. Paul Jones
 Board of County Commissioners
 County of Eagle, Colorado

Witness my hand and seal of the County of Eagle
 ATTEST: *John W. Hill*
 County Clerk and Recorder



DEEDGIVER'S CERTIFICATE

I, Steven K. Scott, do hereby certify that I am a Registered Land Surveyor, licensed under the laws of the State of Colorado, that this plat is a true, correct and completed Plat of A Resubdivision of Lot 73, Block 1, Eagle-Vail Subdivision, Filing No. 2 as laid out, platted, dedicated and shown hereon, that each plat was made from an accurate survey of said property by me and under my supervision and currently shows the location and dimensions of the lot of said parcel as the same are stated upon the ground in compliance with applicable regulations governing the subdivision of land.

August 15, 1984
 Date *Steven K. Scott*
 Steven K. Scott P.L.S. 20685



TITLE CERTIFICATE

Land Title Guaranty Co. does hereby certify that I have examined the title to all lands shown upon this Plat and that title to each lot is vested in R-V VENTURE (see plat) and that title to each lot is unencumbered except as follows: See plat for recorded easements and other interests.

Dated this 15th day of August, A.D. 1984.

William J. Montag
 Signatory

HYPOTHETICAL FIRST-BANK OF UVA.

David E. Fickens
 EXECUTIVE VICE PRES.
 FIRST-BANK OF UVA.

STATE OF COLORADO) ss
 COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 15th day of August, A.D. 1984 by DAVID E. FICKENS as EXECUTIVE VICE PRESIDE OF FIRST-BANK OF UVA.

Witness my hand and official seal: *John W. Hill*
 County Public Clerk

My commission expires: 11-24-86

PLAT RESUBDIVISION:

By virtue of this subdivision, the two lots or parcels created hereby will not comply with local lot requirements for construction of a single family residence, and therefore, no building permit shall be granted by the County of Eagle for such a structure to be constructed on the subject lot. The construction of only one two-family residence shall be permitted on the combined area of the two lots created by this subdivision plat.

Johnson, Kurkel & Associates, Inc.
 LAWYERS
 P.O. Box 488 - 113 East 4th Street
 Eagle, Colorado 81611 - Phone (303) 226-2366

FILE NO.	DATE	FILED	BY
07-26/84			JK/DAI

329/565
225925
FINAL PLAT –
SUPPLEMENTAL CONDOMINIUM MAP
SUNRIVER CONDOMINIUMS

FINAL PLAT - SUPPLEMENTAL CONDOMINIUM MAP

SUNRIVER CONDOMINIUMS

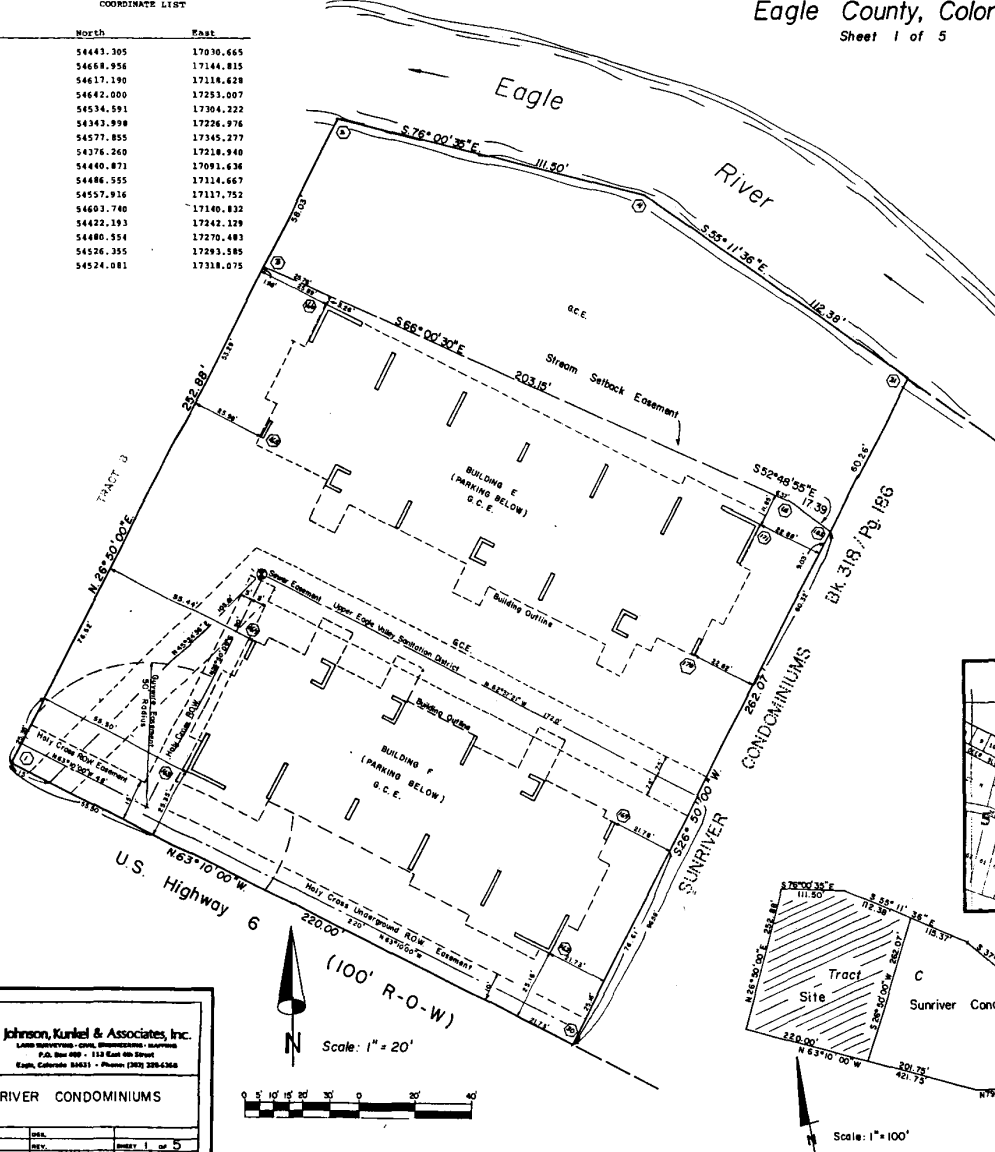
A Portion of Tract C, according to the Amended Final Plat of Lot 1A, Block 2, Eagle - Vail, Filing No. 2

Eagle County, Colorado

Sheet 1 of 5

COORDINATE LIST

Point #	North	East
1	54443.305	17300.665
2	54658.956	17144.815
3	54617.190	17318.628
4	54642.000	17253.007
15	54534.591	17304.222
30	54342.998	17226.976
31	54577.855	17345.277
162	54376.260	17218.948
163	54480.871	17091.636
164	54486.555	17314.667
165	54557.916	17317.752
166	54693.740	17140.832
169	54422.193	17242.129
170	54486.554	17270.483
171	54526.355	17293.585
183	54524.081	17318.075



There are three encroachments, consisting of 3 stairway landings, as shown on the plat map, which cantilever into the Upper Eagle Valley Sewer District Easement. The cost of repairing any reasonable damage to these encroachments which occurs during service and maintenance of the sewer lines located within the easement will be incurred by the Sunriver Condominium Association.

PLANNING COMMISSION CERTIFICATE
 This Plat approved by the Eagle County Planning and Zoning Commission this 16th day of September, A.D., 1981.
Donald P. Trace
 Chairman

COUNTY COMMISSIONER'S CERTIFICATE
 This Plat approved by the Board of Commissioners of Eagle County, Colorado, this 16th day of September, A.D., 1981, for filing with the Clerk and Recorder of Eagle County and for conveyance to the County of the public dedications shown hereon, subject to the provision that approval in no way obligates Eagle County for financing or constructing of improvements on lands, streets or easements dedicated to the public except as specifically agreed to by the Board of Commissioners and further that said approval shall in no way obligate Eagle County for maintenance of streets dedicated to the public until construction of improvements thereon shall have been completed to the satisfaction of the Board of Commissioners.

Witness my hand and seal of the County of Eagle
 ATTEST: *Johanna Phillips*
 County Clerk

CERTIFICATE OF TAXES PAID
 "I, the undersigned do hereby certify that the entire amount of taxes and assessments due and payable as of this date 11-21-81 upon the parcels of real estate described on this Plat are paid in full."
Sept 22 1981 Date
Mary E. Washburn
 Robert Anderson, Treasurer of Eagle County, Colorado

CERTIFICATION OF DEDICATION AND OWNERSHIP
 Know all men by these presents that The Sunriver Company, a joint venture being sole owner(s) in fee simple of all that real property described as follows:

A portion of Tract C, according to the Amended Final Plat of Lot 1A, Block 2, Eagle-Vail, Filing No. 2, County of Eagle, State of Colorado and being more particularly described as follows, to wit:
 Beginning at the southwest corner of said Tract C, a pin and cap found in place; thence along the westerly line of said Tract C N. 26° 50' 00" E, 252.88 feet to the northerly boundary of said Tract C; thence along said northerly boundary the following two (2) courses:
 1) S. 76° 00' 35" E, 111.50 feet
 2) S. 55° 11' 36" E, 112.18 feet
 thence S. 26° 50' 00" W, 212.97 feet to the southerly boundary of said Tract C, which is also on the northerly boundary of the U. S. Highway No. 6 Right-of-Way; thence along said U. S. Highway No. 6 Right-of-Way and southerly boundary of said Tract C, W. 63° 10' 00" W, 220.00 feet to the point of beginning.

Said portion of Tract C contains 58872 square feet or 1.352 acres, more or less.
 Does hereby certify that the Supplemental Condominium Map of "Sunriver Condominiums" is filed in conjunction with the Supplemental Declaration of Covenants, Conditions and Restrictions of the "Sunriver Condominiums" in Book 328 at Page 277 of the Eagle County Clerk and Recorder's Office, Reference # 226339

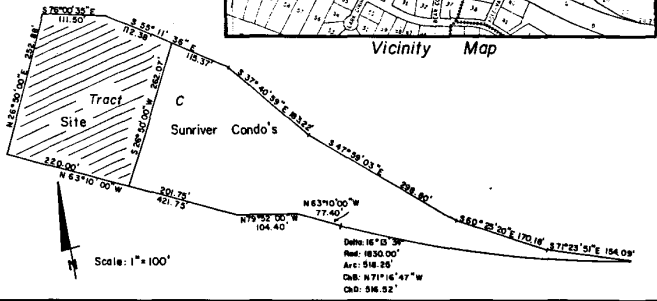
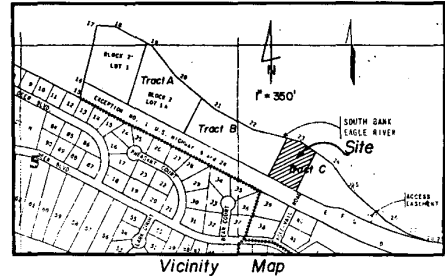
OWNERS: THE SUNRIVER COMPANY, a Joint Venture
Paul M. Eklund
 Paul M. Eklund, Joint Venturer
 Box 15
 Avon, Colorado 81620
Howard-John LaGarde
 Howard-John LaGarde by Paul M. Eklund, his Attorney in Fact, Joint Venturer
 Box 15
 Avon, Colorado 81620

STATE OF COLORADO)
 COUNTY OF EAGLE) SS
 The foregoing certificate was acknowledged before me this 11th day of September, 1981, by Paul M. Eklund as Joint Venturer and Howard-John LaGarde by Paul M. Eklund, his Attorney in Fact, Joint Venturer.

Witness my hand and official seal *David L. Kunkel* Notary Public
 My commission expires: 10/17/1982
 STATE OF COLORADO

SURVEYOR'S CERTIFICATE
 I, David L. Kunkel, do hereby certify that I am a Registered Land Surveyor licensed under the laws of the State of Colorado, and that this plat fully and accurately depicts the layouts, measurements and locations of improvements, the dimensions of the Condominiums, and the elevations of the floors and ceilings and that such map was prepared subsequent to substantial completion of the improvements.
September 15, 1981 Date
 David L. Kunkel, S.L.S. 14109

CLERK AND RECORDER'S CERTIFICATE 22592*
 This Plat was filed for record in the Office of the Clerk and Recorder at 10:08 o'clock A.M. September 22, 1981 and is duly recorded in Book 328 at Page No. 277.
 Fee \$ 50.00 plus
 Case "A"
 Omaha "S"
 Decs. # 22592, amended Decs # 228339
 BK 329 BK 328
 P 565 P 979
 By: *Johanna Phillips* Deputy



Johnson, Kunkel & Associates, Inc.
 LAND SURVEYORS - CIVIL ENGINEERS - SURVEYS
 P.O. Box 909 - 113 East 9th Street
 Engle, Colorado 80623 - Phone (303) 388-2566

SUNRIVER CONDOMINIUMS

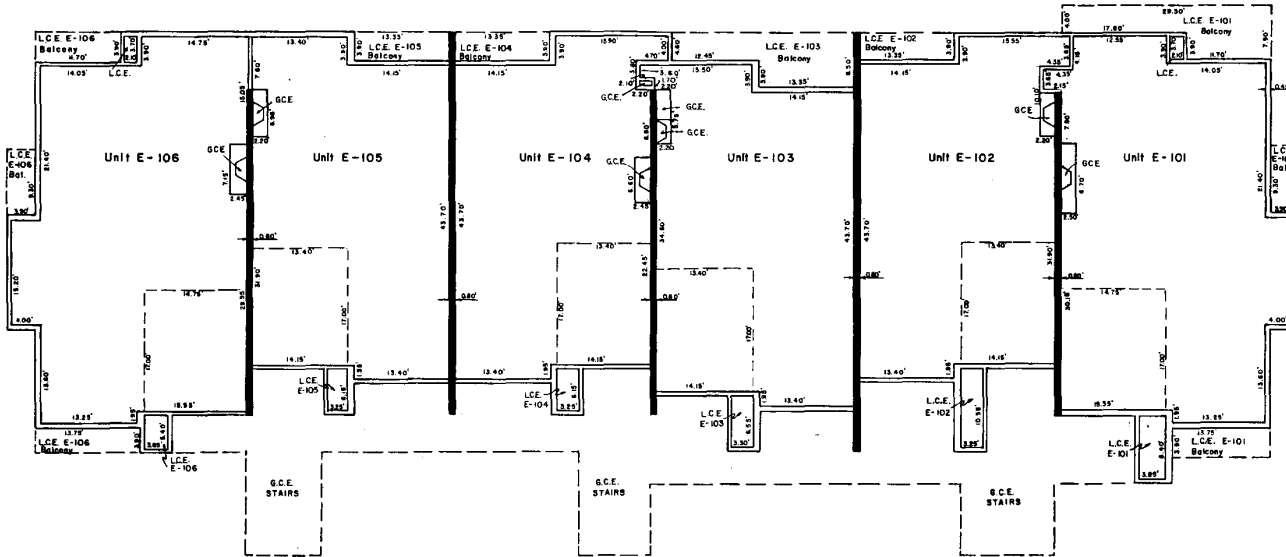
DATE: 9/1/81	REV:	SHEET: 1 of 5
DATE: 8/1/81	REV:	JOB NO: 8/155

FINAL PLAT - SUPPLEMENTAL CONDOMINIUM MAP

SUNRIVER CONDOMINIUMS

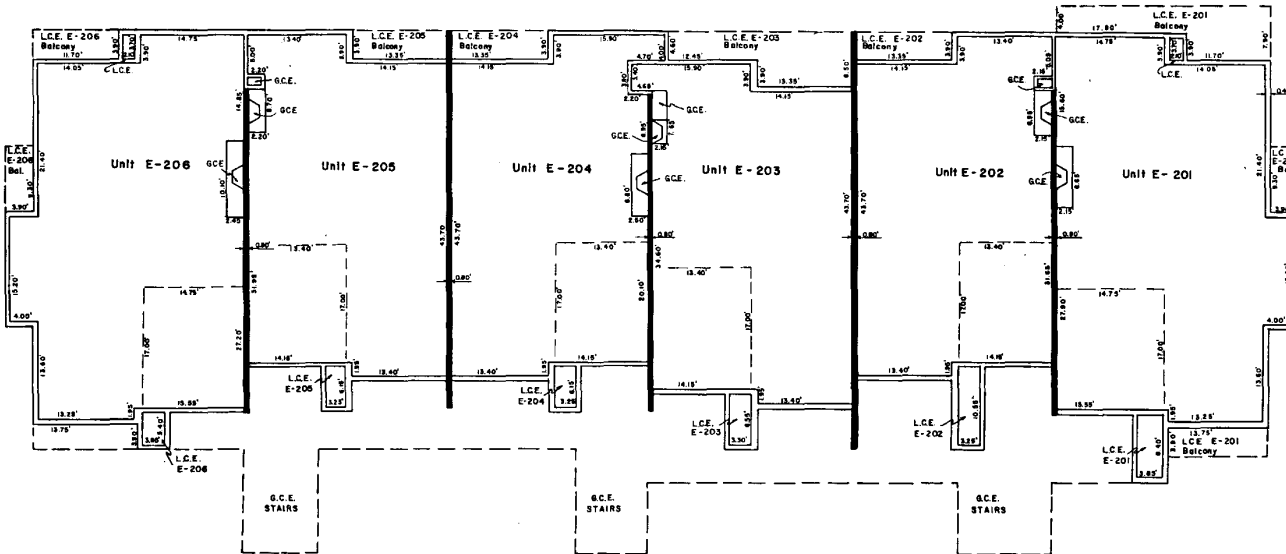
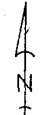
Building E

Sheet 2 of 5



FIRST LEVEL

Scale 1" = 8'



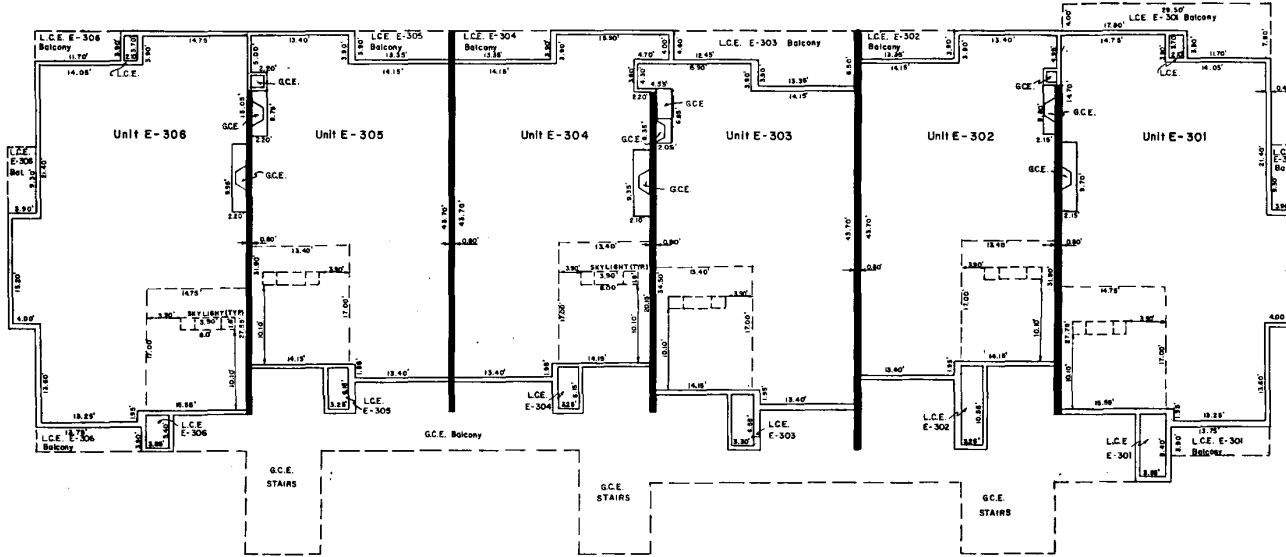
SECOND LEVEL

FINAL PLAT - SUPPLEMENTAL CONDOMINIUM MAP

SUNRIVER CONDOMINIUMS

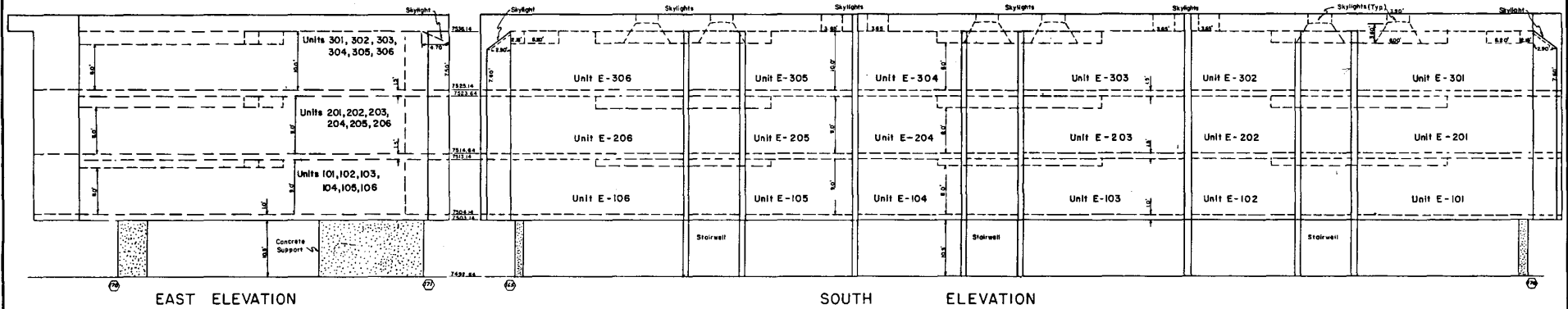
Building E

Sheet 3 of 5



THIRD LEVEL

SCALE 1" = 8'



SCALE 1" = 8'

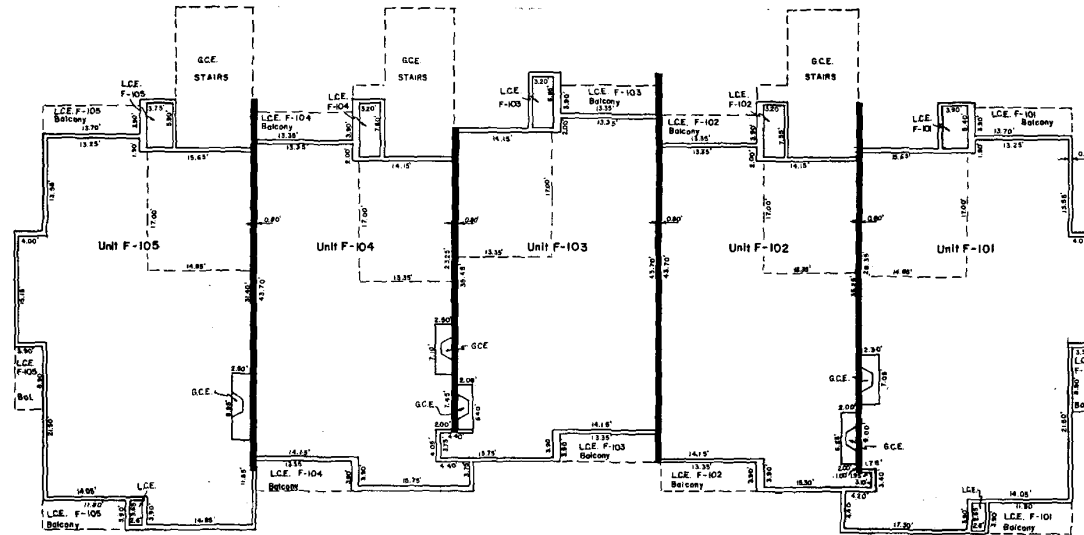
Johnson, Kunkel & Associates, Inc.
 LAND SURVEYING - CIVIL - ENGINEERING - ARCHITECTURE
 P.O. Box 489 • 112 East Elm Street
 Engle, Colorado 81631 • Phone (303) 338-6360

FINAL PLAT - SUPPLEMENTAL CONDOMINIUM MAP

SUNRIVER CONDOMINIUMS

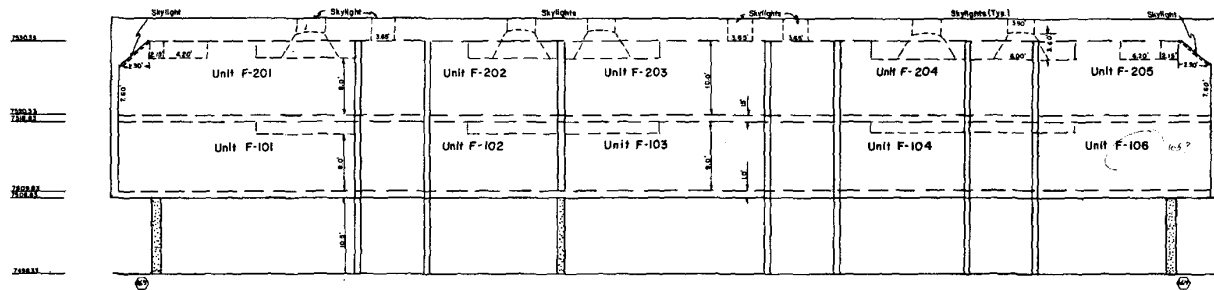
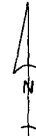
Building F

Sheet 4 of 5



FIRST LEVEL

SCALE 1" = 8'



NORTH ELEVATION

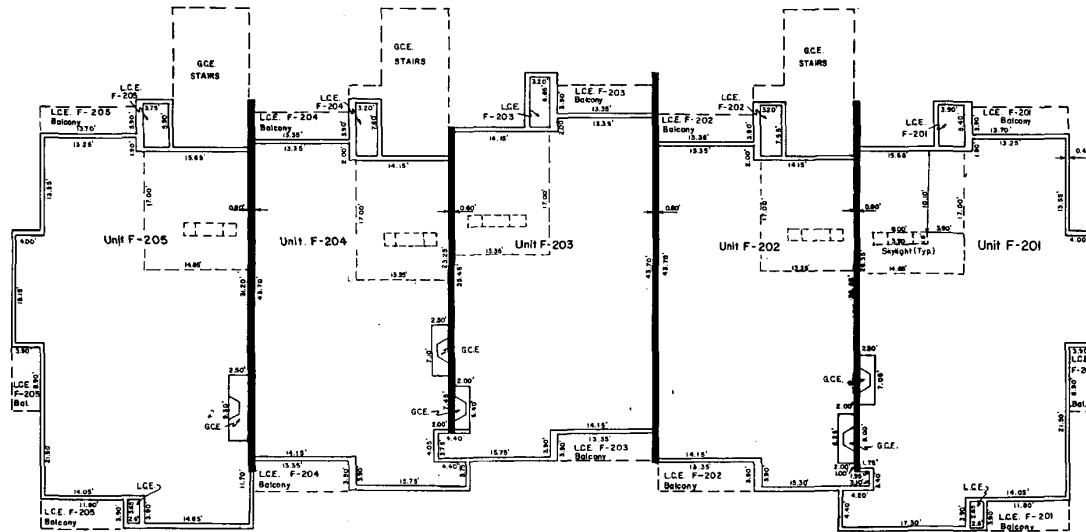
SCALE 1" = 8'

Johnson, Kunkel & Associates, Inc.
LAND SURVEYING - CIVIL ENGINEERING - MAPPING
720. 8th Ave. - 112 East 9th Street
Eggs, Colorado 81631 - Phone (303) 388-4366

FINAL PLAT - SUPPLEMENTAL CONDOMINIUM MAP

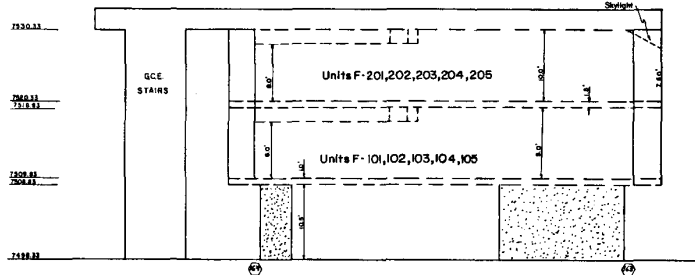
SUNRIVER CONDOMINIUMS

Building F
Sheet 5 of 5



SECOND LEVEL

SCALE 1" = 8'



WEST ELEVATION

SCALE 1" = 8'

NOTES:

- 1) L.C.E. indicates Limited Common Element
- 2) G.C.E. indicates General Common Element
- 3) Basis of Bearing: Final Plat of Eagle-Vail Subdivision, Filing No. 2
- 4) Survey Dates: July and August 1981
- 5) Completion Date of Improvements: June 1982
- 6) All tie from building corner to property lines or the stream setback easement are at right angles to the property or setback lines.
- 7) All outside stairs are General Common Element
- 8) Inside of fireplaces up to flue damper, in closed position, is L.C.E. for each unit; the rest of the flue and the fireplace in each unit is G.C.E.
- 9) Parking spaces will be assigned per SUNRIVER CONDOMINIUM DECLARATION
- 10) The support columns, as shown on the plan, are located by geometric co-ordinates as listed above and are based upon the co-ordinates of the boundary corner 12 of Sunriver Condominiums recorded in Book 318 at Page 186 being: North 54234.561 East 17509.774
- 11) • indicates pin and cap found
- 12) Street Address: 39377 Highway 6
- 13) Benchmark Elevation: manhole A-24; Rim Elevation: 7550.11 mean sea level

318/187

214558

**CONDOMINIUM DECLARATION FOR
SUNRIVER CONDOMINIUMS**

CONDOMINIUM DECLARATION
FOR
SUNRIVER CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, THE SUNRIVER COMPANY, a joint venture, hereinafter referred to as "Declarant", is the Owner in fee simple of certain real property located in the County of Eagle, State of Colorado, which is more particularly described on Exhibit A attached hereto, and the improvements thereon, all of which are sometimes referred to herein as the "Phase One Property"; and,

WHEREAS, Declarant desires to establish on the Phase One Property a condominium ownership project pursuant to the Condominium Ownership Act of the State of Colorado and,

WHEREAS, the Condominium Project, as hereafter defined, shall initially consist of 36 Condominium Units located in four buildings on the Phase One Property, which real property and the improvements thereon will be used and occupied as residential living units and related facilities; and,

WHEREAS, Declarant may, but shall not be obligated to, expand the Condominium Project to include additional adjacent lands and Condominium Units and facilities, doing so in one or more phases or expansions of the project; and,

WHEREAS, Declarant does hereby establish a plan for the ownership in fee simple of the real property estates consisting of the area or space contained in each of the air space units of the building improvements, and the co-ownership by the individual and separate owners of Units, as tenants in common, of all of the real property other than the air space units now or hereafter comprising the Project, together with all improvements thereon, and hereby defines the character, duration, rights, obligations and limitations of such ownership.

NOW THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements,

restrictions, uses, limitations and obligations shall be deemed to run with the Phase One Property and shall be a burden and benefit upon and to the Declarant, its successors and assigns, and any and all persons acquiring or owning an interest in the Phase One Property, their grantees, successors, heirs, devisees, personal representatives and assigns.

ARTICLE I. DEFINITIONS

Unless the context shall expressly provide otherwise, the following definitions shall apply:

1.1 "Unit" means an individual air space which is contained in an enclosed room or rooms occupying all or part of a floor or floors in a Building, as hereinafter defined. Each Unit is shown on the Map, as hereinafter defined, and is identified thereon with a number. The exact boundaries of a Unit are the interior unfinished surfaces of such walls, floors and ceilings which mark the perimeter boundaries thereof and where found along such walls, floors and ceilings the interior surfaces of built-in fireplaces and windows and doors in their closed position; and the Unit includes both the portions of the Building so described, the air space so encompassed and together with all fixtures and improvements therein contained but not any General Common Elements which may be within a Unit.

1.2 "Condominium Unit" means the fee simple interest in and to a Unit, together with the undivided interest in the Common Elements appurtenant thereto.

1.3 "General Common Elements" means all of the Project, as hereinafter defined, except the portions thereof which constitute Units, Limited Common Elements and also means all parts of a Building or any facilities, improvements and fixtures which may be within a Unit which are or may be necessary or convenient to the support, existence, use, occupation, operation, maintenance, repair or safety of a Building or any part thereof or any other Unit herein.

1.4 "Limited Common Elements" means those parts of the Common Elements which are limited to and reserved for the exclusive use of an Owner of a particular Condominium Unit. Any such Limited Common Elements shall be identified either by reference thereto on the Condominium Map or by description in this Declaration, or both.

1.5 "Common Elements" means all General Common Elements and Limited Common Elements.

1.6 "Owner" means a person, firm, corporation, partnership, association or other legal entity, including the Declarant, who owns one or more Condominium Units; but does not include any mortgagee, unless said mortgagee has acquired title to a Condominium Unit by foreclosure or any other means in lieu of foreclosure.

1.7 "Condominium Map" or "Map" means the Condominium Map of Sunriver Condominiums reflecting the Phase One Property and the improvements constructed thereon and easements appurtenant thereto.

1.8 "Condominium Project" means all of the Units, General Common Elements and Limited Common Elements consisting of the Phase One Property and all improvements thereon, and all easements appurtenant thereto.

1.9 "Common Expenses" means and includes expenses for maintenance, repair, operation, management and administration of the Common Elements; expenses declared common expenses by the provisions of this Declaration, and the bylaws of the Association; and all sums lawfully assessed against the Common Elements by the Board of Directors of the Association.

1.10 "Association" means Sunriver Condominium Association, a corporation not for profit, its successors and assigns, the Certificate of Incorporation and Bylaws of which shall govern the administration of this Condominium Project, the members of which shall be all of the Owners of Condominium Units within the Condominium Project.

1.11 "Declaration" means this Condominium Declaration for Sunriver Condominiums, and any amendments thereto.

1.12 "Mortgage" means any mortgage, deed of trust or other security document pledging a Condominium Unit as security for the payment of a debt or obligation.

1.13 "Mortgagee" shall mean any person, corporation, partnership, trust company or association or other legal entity which takes, owns, holds or receives a Mortgage.

1.14 "Building" means one or more of the building improvements erected within the project.

ARTICLE II. CONDOMINIUM MAP

The Condominium Map shall be recorded with the Eagle County Clerk and Recorder prior to the first conveyance of any Condominium Unit. The Map shall properly locate each Unit and shall depict and show at least the following: the legal description of the land and a survey thereof; the location of the building and other improvements both horizontally and vertically; floor and elevation plans in the building showing the building and Unit designations and the horizontal and vertical locations and dimensions of each Unit and of the Limited Common Elements; the thickness of the common walls between or separating the Units; the location of any structural components or supporting elements of the building; and such other information as the Declarant may in its discretion include therein. Minor variations in Unit dimensions caused by the presence of structural components of Common Elements within such Units may be designated generally by annotation on the Map, and the use of such general designation rather than any more specific description shall not operate to alter the common ownership of the Common Elements nor to vest any greater interest in such Common Elements in any particular Unit Owner.

The Map shall contain the certificate of a registered land surveyor certifying that the Map fully and accurately depicts and describes the foregoing information.

In interpreting the Map, the existing physical boundaries of each Unit shall be conclusively presumed to be its boundaries. Declarant reserves the right, at any time within three years following the recording or filing of the Map, to amend the Map to conform it to the actual physical location of the buildings, improvements, or Units as constructed.

ARTICLE III. EXPANSION OF CONDOMINIUM PROJECT

3.1 Reservation of Right in Declarant to Enlarge and Supplement Condominium Project. Declarant is the Owner of certain real property adjacent to the Phase One Property. The entire property owned by Declarant, excluding the Phase One Property, is more fully described on Exhibit B attached hereto. Declarant, for itself, its successors and assigns, expressly reserves the right, to be exercised in its sole discretion, to expand this Condominium Project by submitting all or any portion of the real property described on Exhibit B, and any improvements constructed thereon, to condominium ownership within seven years from the date of execution.

3.2 Supplemental Condominium Declaration and Supplemental Condominium Map. Such expansion shall be expressed in and by a recorded supplement to this Declaration (a "Supplemental Condominium Declaration") and by filing for record a supplement to the Condominium Map (a "Supplemental Condominium Map") describing and depicting the additional land area and improvements to be subjected to Condominium Ownership and to be included within this Condominium Project. Such property may be added to this Condominium Project in one phase or parcel, consisting of a maximum of 28 additional condominium units. Unless and until there is recorded a Supplemental Condominium Declaration and Supplemental Condominium Map describing all or part of the adjoining land described on Exhibit B, the same shall remain unencumbered by the terms of this Declaration and shall not be deemed to be a part of this Condominium Project.

Each Supplemental Condominium Declaration and Supplemental Condominium Map shall describe the real property to be committed to Condominium Ownership and shall provide for a division of such additionally submitted real property and improvements into Condominium Units. Each Unit shall be separately designated, and each building shall be identified by a symbol or designation dissimilar to any other building in the Condominium Project. In interpreting any Supplemental Condominium Map, the existing physical boundaries of each Unit shall be conclusively presumed to be its boundaries. Declarant reserves the right at any time within three years following the recording or filing of a Supplemental Condominium Map to conform it to the actual physical location of the buildings, improvements, or Units as constructed. Any Supplemental Condominium Declaration may contain terms, provisions, conditions, limitations, restrictions and other matters in addition to or different from those expressed in this Declaration; provided, however, that such additional or different matters shall not materially vary, alter, diminish or detract from the rights and obligations expressed in Sections 3.3 through 3.7 of this Declaration.

3.3 Change in Ownership of Common Elements. The recording and filing of a Supplemental Condominium Declaration and Supplemental Condominium Map shall automatically, and without need for any further conveyance or other documentation, vest in the Owners of Condominium Units existing within the Project prior to each such recording and filing an undivided ownership interest in the Common Elements added to the Project by the Supplemental Condominium Declaration and Supplemental Condominium Map, and shall vest in the Owner or Owners of the Condominium Units shown and described in the Supplemental Condominium Declaration and Supplemental Condominium Map an undivided ownership interest in the Common Elements existing within the Project prior to each such recording and filing.

Thus, the Owner of each Condominium Unit within the Project, as the same may be expanded, shall own an undivided ownership interest in all of the Common Elements included within and comprising the Project at any point in time.

3.4 Extent of Undivided Ownership Interest. Each Owner of a Condominium Unit within the Project, as the same may be expanded, shall own an undivided ownership interest in all Common Elements then within and comprising the Project. The ownership in the Common Elements shall be kept proportional so that, as new Condominium Units are added, each type and style of Condominium Unit added through the Supplemental Declaration and Map shall bear the same proportional ownership in the Common Element as the original Condominium Units of the same type and style, and the ownership of the general Common Element of the Condominium Units in the original project shall be reduced proportionately to reflect all of the units pro-rata share of the ownership in the undivided Common Element. At such time as the Condominium property is expanded by the addition of the property described in Exhibit B, the total number of Condominium Units in the project, as expanded, shall be sixty-four (64) Condominium Units. The undivided ownership interest in the Common Elements in and upon the property as it may be expanded and the percentage used for assessment for each Condominium Unit shall be that which is described on Exhibit C.

3.5 Adoption of Declaration and Expansion of Definitions. Any recorded Supplemental Condominium Declaration may incorporate all or part of the terms and provisions of this declaration, and the terms and provisions contained in this declaration which are so incorporated shall thereupon be applicable to the additional Condominium Units included within this Condominium Project. Upon the recording of any Supplemental Condominium Declaration, each definition set forth in Article I of this Declaration shall be deemed to be

enlarged, expanded and modified to include, cover, define and describe the features of the expanded Condominium Project. Without limiting the generality of the foregoing, the term "Owner" shall include the Owner of any Condominium Unit within the expanded Condominium Project; the term "Condominium Map" or "Maps" shall mean the original Condominium Map for Sunriver Condominiums together with each and every Supplemental Condominium Map or Maps hereafter filed; the term "Condominium Project" shall mean all of the Units, Common Elements and easements in and upon the Phase One Property together with any and all Units, Common Elements and easements described in each and every Supplemental Condominium Declaration and Supplemental Condominium Map; the term "Common Expenses" shall be deemed to refer to expenses for maintenance, repair, operation, management and administration of all Common Elements within the expanded Condominium Project; and the term "Declaration" shall mean this Condominium Declaration for Sunriver Condominiums, any amendments thereto, and any and all Supplemental Condominium Declarations.

3.6 Reallocation of Assessments. Upon the submission of additional real property and Units to condominium ownership within this Condominium Project, current assessments levied for the purpose of defraying the Common Expenses shall be determined, levied and assessed among the Owners of the Condominium Units within the expanded project, in the manner prescribed in Article VIII of this Declaration.

3.7 Voting Rights in the Association. Upon the submission of additional real property and Condominium Units to this Condominium Project, the Owner of each Condominium Unit within the expanded Condominium Project shall be entitled to one vote in the Association for each Condominium Unit owned by that Owner.

ARTICLE IV. NATURE AND INCIDENTS OF

CONDOMINIUM OWNERSHIP

4.1 Division of Phase One Property into Condominium Ownership. The Phase One Property, including the improvements constructed thereon, is hereby divided into 36 Condominium Units which shall consist of one Unit together with an appurtenant undivided ownership interest in and to the Common Elements in and upon the Phase One Property, as follows:

<u>Condominium Unit No.</u>	<u>Undivided Ownership Interest and Percentage Used for Assessments</u>
A-101	3.29
A-202	2.88
A-203	3.29
A-201	3.29
A-202	3.01
A-203	3.45
B-101	4.13
B-102	2.96
B-201	2.96
B-202	2.96
B-301	2.96
B-302	2.96
C-101	3.45
C-102	3.01
C-103	3.01
C-104	3.45
C-201	3.45
C-202	3.01
C-203	3.01
C-204	3.45
D-101	1.92
D-102	1.92
D-103	1.92
D-104	1.92
D-105	1.92
D-106	1.92
D-107	1.92
D-108	1.92
D-201	2.61
D-202	2.61
D-203	2.39
D-204	2.61
D-205	2.61
D-206	2.61
D-207	2.61
D-208	2.61

4.2 Title. Title to a Condominium Unit may be held or owned by any person or entity in any manner in which title to real property may be held or owned in the State of Colorado.

4.3 Transferability. Except as hereinafter expressly provided to the contrary, title to any Condominium Unit shall be freely transferable in accordance with applicable law; and sale thereof shall not be subject to any right of first refusal, first option to purchase, or other similar restriction in favor of any Owner, the Association or Declarant, unless otherwise agreed upon independent of the terms of this Declaration.

4.4 Inseparability. No part of a Condominium Unit or of the legal rights comprising ownership thereof may be separated from any other part thereof during the period of condominium ownership hereby prescribed. Each Unit and the easements and undivided interest in the Common Elements appurtenant thereto shall always be conveyed, devised, encumbered, and otherwise affected as a Condominium Unit only. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Condominium Unit or any part thereof shall constitute a gift, devise, bequest, transfer, encumbrance, conveyance or disposition, respectively, of the entire Condominium Unit, together with all appurtenant rights created by law or by this Declaration.

4.5 Nonpartitionability. The Common Elements shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements.

4.6 Separate Assessment and Taxation; Notice to Assessor. Declarant shall give notice to the Eagle County Assessor of the creation of condominium ownership of this property, as is provided by law, so that each Unit and its appurtenant undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation. Upon the recording of any and each Supplemental Condominium Declaration and Supplemental Condominium Map, Declarant shall give prompt notice thereof to the Eagle County Assessor who shall thereupon reappraise the Condominium Project as so expanded, and each Condominium Unit then included, in accordance with the foregoing.

4.7 Limited Common Elements. A portion of the Common Elements is reserved for the exclusive use of the individual Owners of the respective Units associated therewith, and such areas are designated as "Limited Common Elements." The Limited Common Elements so reserved are balconies, patios, interiors of the fire places to the closed position of a damper, and storage closets on balconies and decks. Each such balcony, patio, and storage closets is reserved to the exclusive use of the owner of the Unit which has immediate access to a Unit.

4.8 Use of Units and General and Limited Common Elements. Subject to the limitations and restrictions contained in this Declaration, each Owner shall be entitled to exclusive ownership and possession of his Unit and to access to and the exclusive right to use the Limited Common Elements appurtenant to his Unit. Each Owner has the nonexclusive right to use all General Common Elements within the Condominium Project as the same may be expanded from time to time in accordance with the purpose for which any such General Common Elements are intended without hindering or encroaching upon the lawful rights of the other Owners.

4.9 Easements for Encroachments. In the event any portion of the Common Elements encroaches or shall in the future encroach upon any Unit or any Unit encroaches or shall in the future encroach upon the Common Elements or another Unit as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists. Such encroachments and easements shall not be considered or determined to impair or otherwise adversely affect the marketability of title of either the Common Elements or the Condominium Units.

4.10 Owner's Right to Ingress and Egress and Support. Each Owner shall have a right to ingress and egress over, upon and

across the General Common Elements within the Condominium Project as necessary to have access to his Unit from a public right-of-way and shall have the right to horizontal and lateral support of his Unit.

4.11 Easements of Access for Repair, Maintenance and Emergencies. The Owners shall have the irrevocable right, to be exercised by the Board of Directors of the Association, to have such access to each Unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements situated therein to prevent damage to the Common Elements or to another Unit or Units.

Damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of emergency repairs within another Unit at the instance of the Association shall be a common expense of all of the Owners' provided, however, that if such damage is the result of the negligence of a Unit Owner, then such Unit Owner shall be responsible for all of such damage. Restoration of the damaged improvements shall be to substantially the same condition as that of such improvements prior to the damage.

4.12 Association's Right to Use of Common Elements. The Association shall have a non-exclusive right and easement to make such use of all Common Elements within the Condominium Project as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

4.13 Declarant's Rights Incident to Initial Construction and Sales. Declarant and its employees and agents shall have the right of ingress and egress over, upon and across the General Common Elements in the Condominium Project, and the right to construct facilities and improvements thereon, which shall, following such construction, become a part of the

General Common Elements of the Condominium Project, and to store materials and equipment thereon and to make such other use thereof as may be reasonably necessary incident to the initial construction of buildings and improvements within the Condominium Project. Declarant further reserves the right to utilize for construction, sales, demonstration, storage, and management office purposes, any Condominium Unit owned by it and any building temporarily or permanently located within the General Common Elements. Without limiting the generality of the foregoing, Declarant reserves the right to use any recreation building constructed within the Condominium Project for such purposes for so long as Declarant remains the Owner of any condominium Units constructed within the Condominium Project or which may be constructed within the Condominium Project on any adjacent or adjoining land which may thereafter be added to the Condominium Project; provided, however, that the reserved right of Declarant to use General Common Elements for construction or sales office purposes shall terminate seven years from and after the date of execution of this Declaration, if not sooner terminated by completion of the Condominium Project and sale of all of the Condominium Units therein. However, nothing herein shall preclude a management company hired by the Board of Directors from occupying a Unit for a rental business office related to the leasing of Condominium Units.

4.14 Owner's Maintenance Responsibility of Unit and Appurtenant Limited Common Elements. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to own the windows, doors, interior non-supporting walls, and the materials (such as, but not limited to, plaster, gypsum dry walls, paneling, wallpaper, brick, stone, paint, wall and floor tile, and flooring, but not including the subflooring) making up the finished surfaces of the perimeter walls, ceilings and floors within the Unit. The Owner shall

not be deemed to own any utilities running through his Unit which serve more than one Unit except as a tenant in common with the other Owners, and such utilities shall not be disturbed or relocated by an Owner without the consent and approval of the Association. Such right to repair, alter and remodel shall carry the obligation to replace any finishing materials removed with similar or other types or kinds of finishing materials of equal or better quality.

All of the drainage system regardless of where located, shall be the maintenance responsibility of the Association.

An Owner shall maintain and keep the interior, including the fixtures, of his own Unit in good repair and shall be responsible for cleaning the windows. All fixtures and equipment installed within the Unit commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Unit shall be maintained and kept in repair by the Owner thereof including but not limited to, refrigerators, washers and dryers. An Owner shall keep the balcony or patio which is a Limited Common Element appurtenant to his Unit in a clean and sanitary condition. An Owner shall have the responsibility to maintain, repair, replace, and clean all equipment and fixtures comprising the fire place unit up to the damper, which serves his condominium Unit. All other maintenance and repairs to any Limited Common Element, except that caused by the negligent acts of an Owner, shall be a common expense of all Owners.

An Owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament.

4.15 Owner's Duty of Compliance. Each Owner shall comply strictly with the provisions of this Declaration, the provisions of the Articles of Incorporation and Bylaws of the Association, and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the

wfully amended from time to time. Failure so to
e grounds for an action to recover sums due and
injunctive relief or both, maintainable by the
or Board of Directors in the name of the
behalf of the Owners or, in a proper case, by an
r.

ements Deemed Created. All conveyances of
its hereafter made, whether by declarant or
ll be construed to grant and reserve such
ements as shall give full effect to Sections 4.8,
1, 4.12 and 4.13 hereinabove, even though no
ences to such easements or to those Sections
such conveyance.

ing. Each Unit shall be assigned one parking
oard of Directors. The assignment of the parking
ke into consideration, among other things, the
he space assigned to the Unit owned and the Board
he space as close to the Unit owned as is
sible under all of the circumstances. The
shall be General Common Elements.

CLE V. DESCRIPTION OF A CONDOMINIUM UNIT

ract for the sale of a Condominium Unit written
iling for record of the Condominium Map may
ate a Condominium Unit and all rights appurtenant
identifying Unit designation followed by the
r Condominiums" with reference to diagrammatic
each of the buildings comprising the project,
ions, the identifying unit designations and the
cations to be occupied by the buildings. Upon
the Condominium Map for record in Eagle County,
descriptions shall conclusively be presumed to
corresponding units reflected thereon,
ig any variance between such diagrammatic floor
Condominium Map.

After the Condominium Map shall have been filed for record in Eagle County, Colorado, every contract for the sale of a Condominium Unit and every other instrument affecting title to a Condominium Unit may describe that Condominium Unit by the designation shown on the Condominium Map with the appropriate reference to the Condominium Map and to this Declaration, as each shall appear on the records of the County Clerk and Recorder of Eagle County, Colorado, substantially in the following fashion:

Condominium Unit _____
SUNRIVER CONDOMINIUMS, as shown on the
Condominium Map for Sunriver Condominiums,
recorded February 10, 1981, in
Book no. 318 Page 180
on Film _____, as Reception No.
24557, and as defined by the
Condominium Declaration for Sunriver
Condominiums, recorded on the 10th day of
February, 1981, at Book 318,
Page 187, Reception No. 24558

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Elements, and to incorporate all the rights incident to ownership of a Condominium Unit and all the limitations on such ownership as described in this Declaration.

In the event the Condominium Unit being described is located on land incorporated into the Condominium Project by the filing of a Supplemental Condominium Declaration and Supplemental Condominium Map, the description of any such Unit shall be in the form set forth above with additional reference to the recording and filing data pertaining to the relevant Supplemental Condominium Declaration and Supplemental Condominium Map.

ARTICLE VI. TERMINATION OF MECHANIC'S LIEN
RIGHTS AND INDEMNIFICATION

Subsequent to completion of the initial construction performed by Declarant, no labor performed or materials furnished and incorporated in a Unit with the consent or at the

request of the Owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the Unit of any other Owner not expressly consenting to or requesting the same, or against the Common Elements. Each Owner shall indemnify and hold harmless each of the other owners and the Association from and against all liability arising from the claim of any lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services, or other products incorporated in or otherwise attributable to the Owner's Condominium Unit at such Owner's request.

ARTICLE VII. THE ASSOCIATION OF UNIT OWNERS

7.1 Membership. Every Owner within the Condominium Project shall be entitled and be required to be a member of the Sunriver Condominium Association. An Owner shall be entitled to one membership and one vote for each Condominium Unit owned by him. Where ownership of a Condominium Unit is held by more than one person, the membership corresponding to that Condominium Unit shall be held by such persons in accordance with their respective ownership interest in the Condominium Unit. The manner of exercising the vote of the membership held by more than one person shall be in accordance with the terms and provisions of the bylaws of the Association. No person or entity other than an Owner may be a member of the Association and memberships may not be transferred except in connection with the transfer of a Condominium Unit; provided, however, that the rights of membership may be assigned to the Mortgagee of a Condominium Unit as security for a loan secured by a deed of trust or mortgage on the Condominium Unit.

7.2 Voting Rights. The Association shall have one class of memberships. Each membership shall be entitled to one vote, exercised in the manner prescribed by the bylaws of the Association.

7.3 Management and Control of Common Elements. The Association shall, subject to the rights and duties of the Owners set forth in Article IV hereof, be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be responsible for the maintenance and repair of the exterior surfaces of buildings and improvements located in the Condominium Project, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, the maintenance and repair of utility lines, all drains, drainage pipe and tile and all other improvements or materials located within or used in connection with the Common Elements. The cost of such management, operation, maintenance and repair shall be borne as provided in Articles VIII and XI.

The Association shall have the right to grant easements for sidewalks, pedestrians, bicycles and utility purposes over, upon, under or through any portion of the General Common Elements, and is hereby irrevocably appointed as attorney in fact for each Owner for such purpose. The Association, through its Board, is expressly authorized to enter into an agreement with the Upper Eagle Valley Sanitation District to indemnify the District against damage to the Condominium Project by reason of the District's maintenance of the sewer line as shown on the map.

The Association shall have the right to prohibit entirely or designate specified locations for the parking of boats, campers and trailers within the Condominium project.

The Association may designate all or less than all parking spaces which are designated General Common Elements as being for the exclusive use of guests and invitees of Owners, and prohibit use of such parking spaces by the Owners and family

members of Owners, or may prohibit parking entirely in one or more such spaces if the same is needed for other common uses, including, without limitation, a trash storage area.

7.4 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Condominium Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Condominium Project or the enforcement of this Declaration. The Association may arrange with others to furnish lighting, heating, water, trash collection, sewer service and other common services to each Unit. The cost of such services shall be borne as provided in Article VIII.

Any agreement for professional management of the Condominium Project or for any other services shall provide for termination by either party without cause or payment of any termination fee on ninety (90) days or less written notice. No such agreements shall be entered into for a term exceeding three (3) years.

7.5 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners in the Condominium Project tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective assessment percentages as hereinafter defined. Such interest shall not be transferable except with the transfer of a Condominium Unit. A transfer of a Condominium Unit shall transfer to the transferee ownership of the transferor's

beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Condominium Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium Unit.

The Association may acquire, hold, lease, encumber and sell real property or interests therein, in conjunction with the performance of its duties hereunder, in the manner and with the rights and powers afforded to a non-profit corporation by the Colorado Non-Profit Corporation Act.

7.6 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law.

7.7 Control of Association. Declarant reserves the right to exercise the rights, duties and functions of the Association Board of Directors, including the exclusive right and power to delegate to others the duties of a resident manager or managing agent, or both, until the first of the following events occur.

(a) All of the land described on Exhibit B to this Declaration has been subjected to condominium ownership and 80% of all of the Condominium Units constructed thereon have been sold by Declarant; or

(b) Declarant has recorded a notice that it elects not to expand the Condominium Project beyond those lands and Condominium Units then incorporated within the Condominium Project; or

(c) the passage of three years from and after the date of this Condominium Declaration.

At such time as Declarant no longer controls the Association, an election shall be called at which time the members shall elect a Board of Directors of at least three Owners, and the members of the Association shall thereafter exercise all rights and powers afforded them by this Declaration and the Articles and Bylaws of the Association.

7.8 Interim Advisory Board of Owners. Until such time as control of the Board of Directors of the Association is assumed by the Owners other than Declarant, there shall be created an advisory board comprised of not less than three nor more than ten Owners other than Declarant or officers, directors or employees of Declarant. Members of said advisory board shall be elected or appointed from time to time by the said other Owners, and shall serve to recommend and suggest to Declarant steps and actions which such advisory board wishes to see undertaken by the Board of Directors of the Association.

7.9 Inspection of Books and Records. All Owners shall have reasonable access to inspect the books, records and financial statements of the Association. Any first mortgagee or insurer of any first mortgage affecting a Condominium Unit shall be entitled, upon request, to: (a) inspect the books and records of the Association during normal working hours; and, (b) receive any financial statements prepared from time to time by the Association.

7.10 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

7.11 Transfer. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

7.12 Amplification. The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VIII. ASSESSMENTS

8.1 Agreement to Pay Assessment. Declarant, for each Condominium Unit owned by it within the Condominium Project, and for and as the Owner of the Condominium Project and every part thereof, hereby covenants, and each Owner of any Condominium Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association, to pay to the Association annual assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

8.2 Amount of Total Annual Assessments. The total annual assessments against all Condominium Units shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out

of or connected with the maintenance and operation of the Common Elements or furnishing utility services to the Units, which estimates may include, among other things, expenses of management; taxes and special assessments until the Condominium Units are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; landscaping and care of grounds; common lighting and heating; water charges; trash collection; fire wood; gas and electric service charges for Common Elements; sewer service charges; repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; the creation of a working capital fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

8.3 Notice of Annual Assessments and Time for Payment Thereof. Annual assessments shall be made on a January 1 through December 31 fiscal year basis. The Association shall give written notice to each Owner as to the amount of the annual assessment with respect to his Condominium Unit on or before January 1 each year for the fiscal year commencing on such date. Such assessments shall be due and payable in equal monthly installments on the first day of each month during the fiscal year, or in such longer intervals as may be adopted and prescribed at the discretion of the Board of Directors of the Association. The Board of Directors of the Association may charge a late penalty of 10 percent on each installment if not paid within 30 days. Each installment and late charge, if any, shall bear interest at the rate of 18 percent per annum from the date it becomes due and payable if not paid within thirty days after such date. Failure of the Association to give timely notice of any assessment as provided herein shall not

affect the liability of the Owner of any Condominium Unit for such assessment, but the date when payment shall become due in such a case shall be deferred to a date thirty days after such notice shall have been given. Any default upon an installment obligation may, at the election of the Association, be deemed to be a default on the entire remaining balance of the annual assessment on the respective Unit, and in such case the Association may declare the remaining balance immediately due and payable and obtain satisfaction therefor as hereinafter provided or by any other legal means.

8.4 Apportionment of Annual Assessments. Expenses attributable to the Common Elements within the Condominium Project as expanded from time to time and to the Condominium Project as a whole shall be apportioned among all Owners within the Condominium Project based upon the undivided ownership of each Unit in the Common Elements as set forth in Section 4.1.

The Declarant shall, in any Supplemental Condominium Declaration, define and describe the percentage ownership of each Unit in the Common Elements and that shall be the new basis of assessment for the Units both in the existing project and those added by a Supplemental Declaration.

At any time prescribed in this Declaration for apportioning any assessment, or for any other purpose, each Unit then in the Condominium Project shall bear a percentage of such assessment equal to the percentage of undivided ownership for the Common Elements assigned to that particular Unit. The percentage so derived is referred to in this Declaration as the "Assessment Percentage of a Unit."

For purposes of levying annual assessments for general common expenses and for allocating such assessments among Units within the Project at the time of such levy, only those Units shall be counted and included with respect to which a Certificate of Occupancy has been issued by Eagle County, Colorado. Upon the issuance of such a Certificate of Occupancy

as to additional Units added to the Project, the Association shall, in accordance with the foregoing procedure and formula, reapportion annual assessments due from Owners for the remainder of the calendar year in which such Certificate of Occupancy is issued, and shall forthwith send notice to all Owners, including those Owners of Units incorporated into the Project by any Supplemental Declarations, advising each of the amount of assessment due and payable for the remainder of that calendar year. *Such re-allocated or reapportioned assessment* shall commence with the next due installment and shall continue for the remainder of said calendar year or until subsequently changed upon the filing of another Supplemental Condominium Declaration and issuance of additional Certificates of Occupancy.

8.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other sections hereof which shall make specific reference to this Article. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the Assessment Percentage of each Unit owned. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty days after such notice shall have been given. A special assessment shall bear interest at the rate of 18 percent per annum from the date it becomes due and payable if not paid within thirty days after such date.

3.6 Reserve Fund. The Association shall prescribe an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Elements, which fund shall be accumulated and continuously maintained out of the annual assessments for common expenses.

8.7 Lien for Assessments. All sums assessed to any Condominium Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Condominium Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Condominium Unit, except only for: (a) valid tax and special assessment liens on the Condominium Unit in favor of any governmental assessing authority; (b) any first mortgage liens on any Unit recorded prior to the recordation date of the lien of the Association; and (c) any lien or encumbrance on any Unit recorded prior to the recordation date of the lien of the Association, which lien or encumbrance secures a debt owed by the Owner of the Unit to Declarant. All other lienors acquiring liens on any Condominium Unit after this Declaration shall have been duly recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments. Except as provided in Section 8.9 hereinafter, a lien for assessments shall be unaffected by the transfer of the Condominium Unit to which the lien attaches.

To evidence a lien for sums assessed pursuant to this Article, the Association shall prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such a notice shall be signed by the Association and shall be recorded in the office of the County Clerk and Recorder of Eagle County, Colorado. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the

Association in the same manner in which mortgages on real property may be foreclosed in Colorado. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A release of notice of lien shall be executed by the Association and recorded in the Eagle County, Colorado, real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice.

Any Mortgagee holding a mortgage on a Condominium Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such Mortgagee shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall notify the first Mortgagee of any Condominium Unit of any unpaid assessments and other defaults or violations of said Mortgagee's Owner not cured within sixty days; provided, however, that such Mortgagee first shall have furnished to the Association written notice of its interest.

8.8 Personal Obligation of Owner. The amount of any assessment against any Condominium Unit shall be the personal obligation of the Owner thereof to the Association. A suit to recover a money judgment for such personal obligation may be maintained by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Elements or by abandonment of his Condominium Unit.

The Owner's personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them. Any first Mortgagee who becomes an Owner through foreclosure or a deed in lieu thereof shall take the Condominium Unit free and clear of any claims or liens for unpaid common expenses which accrued prior to the time said first Mortgagee becomes an Owner.

8.9 Statement of Account. Upon payment of a reasonable fee not to exceed \$20.00 and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium Unit, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium Unit, the amount of the current yearly assessment and the date that such assessment becomes or became due, and any credit for advanced payments or prepaid items, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Where a prospective mortgagee makes such a request, unless such request for a statement of account shall be complied with by the Association within twenty days after receipt by the Association of a written request therefor, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquires its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, the lien for such unpaid assessments shall be released automatically if the statement is not furnished within the twenty-day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten days, and the purchaser subsequently acquires the Condominium Unit.

8.10 Special Assessments for Real Property Taxes. It is contemplated that Declarant and each purchaser from Declarant of a newly constructed Unit within the Project will, at the

time of closing such sale and purchase, make provisions for the apportionment of estimated ad valorem taxes on such Unit. Declarant and each such purchaser may agree that any such apportionment, based on estimates of taxes payable before the newly constructed Units are separately assessed and taxed, shall not be a final adjustment but rather shall be readjusted at such time as actual assessments and mill levies are fixed and determined. In order to assure the timely payment of all such taxes upon Units and Common Elements within the Project, the Association may levy a special assessment against the Owner of any Unit for the purpose of collecting and paying any amount of ad valorem taxes due from such Owner following readjustment of taxes at such time as actual assessments and mill levies are fixed and determined. Notice in writing of the amount of any such special assessment and the time for payment thereof shall be given promptly to each Owner affected, and no payment shall be due less than thirty days after such notice shall have been given. Such a special assessment shall draw interest at the rate of 18% per annum from the date it becomes due and payable if not paid by such date.

ARTICLE IX. USE OF CONDOMINIUM UNITS

9.1 Residential. Each Condominium Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Condominium Unit for lodging or residential purposes shall not be considered to be a violation of this covenant and in addition one Unit may be occupied by a manager or management company for purposes of management and leasing of Condominium Units for this or other condominium projects and to carry on normal management and leasing activities.

9.2 Occupancy. There shall be no more persons occupying a Unit at any time than said Unit is reasonably designed and constructed to comfortably accommodate, whether such occupants are Owners or tenants, family members, guests or invitees of an Owner or Owners.

9.3 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be stored on any part of the Common Elements without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from, the Common Elements except upon the prior written consent of the Association.

9.4 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would result in, the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner, or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

9.5 Animals. All dogs and any other animals, fowl or reptiles will be allowed only in Units occupied by Owners and then only with a specific written agreement between the unit owner and the Condominium Association setting forth the terms as determined by the Association on which the animal, fowl or reptile may inhabit said Unit.

9.6 Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association.

9.7 Structural Alterations. No structural alterations to any Unit shall be made, and no plumbing, electrical or similar work within the Common Elements shall be done by any Owner without the prior written consent of the Association.

ARTICLE X. INSURANCE

10.1 Types of Insurance. The Board of Directors of the Association shall obtain and maintain at all times, to the extent obtainable, policies involving standard premium rates, established by the Colorado Insurance Commissioner, and written with companies licensed to do business in Colorado and having a Best's Insurance Report rating of Class VI or better, covering the risks set forth below. The Board of Directors of the Association shall not obtain any policy where: (i) under the terms of the insurance company's charter, bylaws or policy, contributions or assessments may be made against the mortgagor or Mortgagee's designee; or (ii) by the terms of carrier's charter, bylaws or policy, loss payments are contingent upon action by the company's Board of Directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or the mortgagor from collecting insurance proceeds. The types of coverages to be obtained and risks to be covered are as follows, to wit:

(a) Fire insurance with extended coverage and standard all risk endorsements, which endorsements shall include endorsements for vandalism and malicious mischief. Said casualty insurance shall insure the entire Condominium Project and an. property, the nature of which is a Common Element (including all of the Units, fixtures therein initially installed by the Declarant, including carpet but not including

furniture, refrigerators, washers, dryers, furnishings or other personal property supplied by or installed by Unit Owners) together with all service equipment contained therein in an amount equal to the full replacement value, without deduction for depreciation. All policies shall contain a standard non-contributory mortgage clause in favor of each mortgagee of a Condominium Unit, which shall provide that the loss, if any, thereunder, shall be payable to the Association for the use and benefit of Owners and Mortgagees as their interests may appear.

(b) Public liability and property damage insurance in such limits as the Board of Directors of the Association may from time to time determine, but not in an amount less than \$500,000.00 per injury, per person, per occurrence and umbrella liability limits of \$1,000,000.00 per occurrence, covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Project. Said policy shall also contain a "severability of interest endorsement."

(c) Workmen's Compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) Fidelity coverage against dishonesty of officers, directors and employees, destruction or disappearance of money or securities, and forgery. The coverage must be reasonable and prudent based on the amount of money or securities under the control of the officers, directors or employees.

(e) The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the project, including, without limitation, plate or other glass insurance, coverage of any personal property of the Association, and officers' and directors' liability coverage.

10.2 Form. All policies of insurance to the extent obtainable shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a Condominium Unit Owner and shall provide that such policies may not be cancelled or modified without at least thirty (30) days prior written notice to all of the insureds, including Mortgagees. Certificates of insurance or duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all mortgagees at least ten (10) days prior to expiration of the then current policies. The insurance shall be carried in blanket form naming the Association as the insured, as attorney-in-fact for all of the Condominium Unit Owners, which policy or policies shall identify the interest of each Condominium Unit Owner (Owner's name and Unit number designation) and first Mortgagee.

10.3 Physical Damage Insurance. All policies of physical damage insurance shall provide for waivers of the following rights to the extent that the respective insurers would have the same without such waivers:

- (a) Any defense based on co-insurance;
- (b) Any right of set-off, counterclaim, apportionment, proration or contribution by reason of other insurance not carried by the Association;
- (c) Any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Unit Owner or any tenant of any Unit Owner or arising from any act, neglect or omission of any insured or the respective agents, contractors and employees of any insured;
- (d) Any right of the insurer to repair, rebuild or replace and, in the event the building is not repaired, rebuilt or replaced following total loss, any right to pay under the insurance an amount less than the lesser of the replacement value of the building or the fair market value of the building.

(e) Notice of the assignment of any Unit Owner of its interest in the insurance by virtue of a conveyance of any Unit or Units; and,

(f) Any right to require any assignment of any mortgage to the insurer.

10.4 Appraisal of Property. From time to time, as frequently as deemed appropriate by the Board of Directors of the Association, the Association shall obtain an appraisal from a duly qualified real estate appraiser, which appraisal shall reasonably estimate the full replacement value of the entire condominium improvements, without deduction for depreciation, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions of this Article. In no event shall the insurance policy contain a co-insurance clause for less than 80% of the full replacement cost.

10.5 Owner's Own Insurance. Unit Owners may carry other insurance for their benefit and at their expense, provided that all such policies shall contain waivers of subrogation, and provided further that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Insurance coverage on furnishings, including draperies, refrigerator, washer, dryer, wallpaper, and other items of personal or other property belonging to an Owner and public liability coverage within each Unit shall be the sole and direct responsibility of the Unit Owner thereof, and the Board of Directors, the Association and/or the Managing Agent shall have no responsibility therefor.

10.6 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under Association policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the Condominium Project which have been damaged and

shall determine the amount of the proceeds attributable to damage to the Common Elements. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Condominium Project shall not be rebuilt, the proceeds shall be distributed to each of the Owners thereof in accordance with the Assessment Percentage of their respective Units, determined immediately prior to the casualty loss, with joint payments being made to the Owner and the first Mortgagee.

ARTICLE XI. CASUALTY DAMAGE OR DESTRUCTION

11.1 Affects Title. Title to each Condominium Unit is hereby made subject to the terms and conditions hereof, which bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires his Condominium Unit.

11.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful agent in their name, place and stead (for the true and lawful agent in their name, place and stead) for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact herein provided.

11.3 General Authority of Association. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a Condominium Unit Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring the Project to substantially the same condition in which it existed prior to damage, with each Unit and the Common Elements having substantially the same

vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless Owners owning 80% of the Condominium Units in the Condominium Project and 80% of the first Mortgagees (based on one vote for each first mortgage owned) agree not to rebuild in accordance with the provisions set forth hereinafter.

11.4 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable and complete of the costs of repair or reconstruction of that part of the project damaged or destroyed.

11.5 Repair or Reconstruction. As soon as practicable after receiving these estimates the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve; provided that in such latter event the number of cubic feet and the number of square feet of any unit may not vary by more than 5% from the number of cubic feet and the number of square feet for such unit as originally constructed pursuant to such original plans and specifications, and the location of the buildings shall be substantially the same as prior to damage or destruction.

11.6 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association,

pursuant to Article VIII hereof, may levy a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

11.7 Disbursement of Funds for Repair or Reconstruction.

The insurance proceeds held by the Association and the amounts received from any assessments provided for in Section 11.6 constitute a fund for the payment of cost of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contribution each Owner made pursuant to the assessments made under Section 11.6 of this Declaration.

11.8 Decision Not to Rebuild. If the Owners owning 80% or more of the Condominium Units in the Condominium Project and 80% of the first Mortgagees (based on one vote for each first mortgage owned) agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Article XII.

11.9 Notice of First Mortgagees and FHLMC. The Association shall notify each first Mortgagee in writing of any loss, damage or destruction to or taking of the Common Elements if such loss or taking exceeds \$10,000.00 or is otherwise deemed significant, or of any loss, damage or destruction to or taking of any Condominium Unit which exceeds \$1,000.00 within ten (10) days of such occurrence. Upon written request by any first Mortgagee, the Association shall notify the Federal Home Loan Mortgage Corporation ("FHLMC"), at the address designated by the first Mortgagee, of any loss, damage or destruction to or

taking of the Common Elements which exceeds \$10,000.00 or loss, damage or destruction to any Condominium Unit covered by a mortgage sold to FHLMC which exceeds \$1,000.00.

ARTICLE XII. OBSOLESCENCE

12.1 Renewal and Reconstruction. The Owners representing an aggregate ownership interest of eighty percent (80%) or more, of the Common Elements in this Project may agree that the Common Elements are obsolete and adopt a plan for the renewal and reconstruction, which plan must have the approval of at least eighty percent (80%) of the first Mortgagees of record at the time of the adoption of such plan. If a plan for the renewal or reconstruction is adopted, notice of such plans shall be recorded, and the expense of renewal and reconstruction shall be payable by all of the Owners as a common expense, whether or not they have previously consented to the plan of renewal and reconstruction. The Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such assessment within the time provided, and if not so paid the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The delinquent Owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of ten percent (10%) per annum, and all reasonable attorneys' fees. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (1) For payment of the balance of the lien of any first Mortgage;
- (2) For payment of taxes and special assessment liens in favor of any assessing entity and the customary expenses of sale;
- (3) For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;

(4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and

(5) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

12.2 Sale of Project. The Owners representing an aggregate ownership interest of eighty percent (80%) or more, of the Common Elements may agree that the Condominium Units are obsolete and that the same should be sold. Such plan or agreement must have the approval of all of the first Mortgagees of the Condominium Units. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire Project shall be sold by the Association, as attorney-in-fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Map, the Articles of Incorporation and the Bylaws. The sale proceeds shall be apportioned among the Owners on the basis of each Owner's interest in the Common Elements, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall be in the name of the Association and shall be further identified by the Condominium Unit designation and the name of the Owners. From each separate account, the Association, as attorney-in-fact shall use and disburse the total amount of each of such accounts, without contribution from one account to another, for the same purposes and in the same order as is provided in Section 12.1(1) through (5) above.

ARTICLE XIII. CONDEMNATION

13.1 Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by a public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

13.2 Proceeds. All compensation, damages or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

13.3 Complete Taking. In the event that the entire Condominium Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in accordance with the Assessment Percentage of each Unit then within the Condominium Project; provided that if a standard different from the value of the Condominium Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. The Association shall distribute the Condemnation Award as soon as practicable thereafter to the parties in the shares so determined, such distribution to be made by checks payable jointly to the respective Owners and their respective First Mortgagees.

13.4 Partial Taking. In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner. As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners, as follows: (a) the total amount allocated to taking of or injury to the Common Elements shall be apportioned

among Owners in accordance with the Assessment Percentage of each Unit within the Condominium Project immediately prior to the taking; (b) the total amount allocated to severance damages to Units or Common Elements within the Project shall be apportioned among those Condominium Units which were not taken or condemned, in accordance with the Assessment Percentage of those Units remaining in the Condominium Project following the partial taking; (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved; and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Owners and their respective first Mortgagees.

13.5 Reorganization. In the event a partial taking results in the taking of a complete Unit or Units, the Owners thereof automatically shall cease to be members of the Association and shall execute such documents as may be required by the Association to divest themselves of any remaining ownership in the Common Elements. Thereafter the Association shall reallocate the ownership, voting rights, and Assessment Percentage determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in Article XIV hereof.

13.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XI above.

ARTICLE XIV. AMENDMENT TO OR REVOCATION

OF DECLARATION

14.1 Amendment. Except as hereinafter provided, this Declaration may be amended upon the written consent of Owners (including Declarant) who own two-thirds or more of the Condominium Units in the Condominium Project and two-thirds of the first Mortgagees (based on one vote for each first mortgage owned).

Without the prior written consent of Declarant for so long as Declarant owns any Condominium Unit within the Project or any of the adjoining land described on Exhibit B to this Declaration, and without the prior written consent of the Owners, excluding Declarant, who own 80% of the Condominium Units in the Condominium Project, excluding those owned by Declarant, and without the prior written consent of 80% of the first Mortgagees (based on one vote for each first mortgage owned), this Declaration shall not be amended nor shall any act or omission of the Owners, Declarant or the Association:

- (a) seek to abandon or terminate the Condominium Project;
- (b) seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements;
- (c) partition or subdivide any Condominium Unit into the various components comprising the same;
- (d) change the undivided ownership interest in Common Elements appurtenant to any Condominium Unit other than as prescribed in Article III of this Declaration;
- (e) change the Assessment Percentage of a Unit other than in accordance with the provisions of Article III of this Declaration, or change the manner in which the Assessment percentage of a Unit is to be determined from time to time, as prescribed in Article VIII of this Declaration; or
- (f) use hazard insurance proceeds for casualty losses to any condominium property (whether to Units or to Common

Elements) for other than the repair, replacement or reconstruction of such condominium property, except as provided in Section 11.8 or 12.4 of this Declaration.

14.2 Revocation. This Declaration may be revoked and the condominium regime hereby established be terminated only with the written concurrence of Declarant, so long as Declarant is the Owner of any Condominium Unit within the Project or any of the adjoining land described on Exhibit B to this Declaration, and the written concurrence of Owners (excluding Declarant) who own 80% of the Condominium Units in the Condominium Project, excluding those owned by Declarant, and 100% of the first Mortgagees (based on one vote for each first mortgage owned). Upon any such revocation or termination, the procedures prescribed in Section 12.4 shall be followed.

ARTICLE XV. NOTIFICATION OF INSURORS
OF FIRST MORTGAGES

Upon prior written request, any insurer of any first mortgage affecting any Condominium Unit shall be entitled to timely written notice from the Association of any proposed amendment to or revocation of or other termination of the condominium regime; any condemnation or eminent domain proceeding affecting the property or any part thereof; damage or destruction to the Common Elements as described in Section 11.9; and any default under this Declaration or the bylaws of the Association which gives rise to a cause of action against the Owner of a Condominium Unit subject to a mortgage insured by said insurer if not cured within sixty days.

ARTICLE XVI. PERIOD OF CONDOMINIUM OWNERSHIP

The condominium ownership created by the Declaration and the Condominium Map shall continue until this Declaration is revoked in the manner provided in Article XIV of this Declaration or until terminated in the manner provided in Article XII (obsolescence) or XIII (condemnation) of this Declaration.

ARTICLE XVII. MISCELLANEOUS.

17.1 Compliance with Provisions of Declaration and Bylaws of the Association. Each Owner shall comply with the provisions of this Declaration, the Certificate of Incorporation and the Bylaws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully enacted or amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

17.2 Registration of Mailing Address. Each Owner shall register his mailing address with the Association, and all notices or demands intended to be served upon any 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 or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the bylaws of the Association. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

17.3 Transfer of Declarant's Rights. Any right or any interest reserved hereby to the Declarant may be transferred or assigned by the Declarant either separately or with one or more of such rights or interests, to any person or entity.

17.4 Owner's Obligations Continue. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may have leased or rented said Unit, but the Owner of a Condominium Unit shall have no obligation for assessments accruing after he conveys such Condominium Unit.

17.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

17.6 Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

17.7 Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Colorado and to all other provisions of law.

THIS DECLARATION IS EXECUTED on this 9TH day of FEBRUARY, 1981.

THE SUNRIVER COMPANY, a joint venture

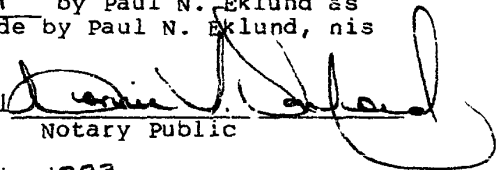
By: Paul N. Eklund
Paul N. Eklund, Joint Venturer

Howard-John LaGarde by Paul N. Eklund his attorney in fact
Howard-John LaGarde by Paul N. Eklund, his Attorney in Fact, Joint Venturer

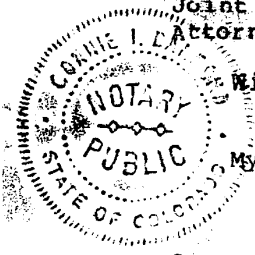
Arthur Kelton, Jr.
By: Arthur Kelton, Jr., Managing Venturer and Attorney in Fact for:
Kelton Garton & Assoc.,
Robert H. Riordan, M.D.
Thomas M. Francis, constituting all of the venturers of the Kelton Development Group Venture
AKA Kelton Venture Development Group

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing certificate was acknowledged before me
this 9TH day of FEBRUARY, 1981 by Paul N. Eklund as
Joint Venturer and Howard-John LaGarde by Paul N. Eklund, his
Attorney in Fact, Joint Venturer.

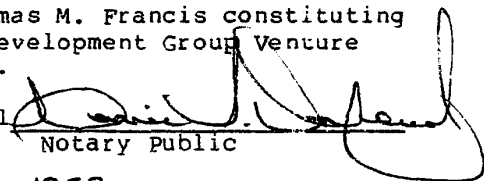
Witness my hand and official seal 
Notary Public

My commission expires: JULY 16, 1983



STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing certificate was acknowledged before me
this 9TH day of FEBRUARY, 1981 by Arthur Kelton, Jr.,
Managing Venturer and Attorney in Fact for: Kelton Garton &
Assoc., Robert H. Riordan, M.D., Thomas M. Francis constituting
all of the venturers of the Kelton Development Group Venture
AKA Kelton Venture Development Group.

Witness my hand and official seal 
Notary Public

My commission expires: JULY 16, 1983

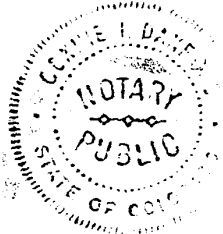


EXHIBIT "A"
TO
CONDOMINIUM DECLARATION
FOR
SUNRIVER CONDOMINIUMS

Legal Description of Phase One Property:

A portion of Tract C, Amended Final plat of Lot 1A, Block 2, Eagle-Vail, Filing No. 2, Eagle County, Colorado and more particularly described as follows:

Beginning at a point on the on the South Boundary of said Tract C from which the Southwest Corner of said Tract C bears N.63° 10'00"W. 220.00 feet distant; thence N.26° 50'00"E. 262.07 feet to the Northerly Boundary of said Tract C; thence along said Northerly Boundary the following five (5) courses:

- 1) S.55°11'36"E. 115.37 feet
- 2) S.37°40'59"E. 183.22 feet
- 3) S.47°59'02"E. 298.80 feet
- 4) S.60°25'20"E. 170.18 feet
- 5) S.71°23'51"E. 154.09 feet

to a point on the South Boundary of Tract C which is also on the North Boundary of the U.S. Highway No. 6 Right-of-Way; thence 518.25 feet along the arc of a curve to the right on said Right-of-Way with a radius of 1830.00 feet, the chord of which bears N.71°16'47"W. 516.50 feet distant; thence continuing along said Right-of-Way the following three (3) courses:

- 1) N.63°10'00"E. 77.40 feet
- 2) N.79°52'00"E. 104.40 feet
- 3) N.63°10'00"E. 201.75 feet

to the point of beginning.

Said portion of Tract C contains 97,111 square feet or 2.229 acres, more or less.

EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
SUNRISE CONDOMINIUMS

Legal Description of Additional Property which may be included within the Condominium Project, as referred to in Section 3.1 of the Declaration:

A portion of Tract C, according to the Amended Final plat of Lot 1A, Block 2, Eagle-Vail, Filing No. 2, County of Eagle, State of Colorado and more particularly described as follows:

Beginning at the Southwest Corner of said Tract C, a pin and cap found in place; thence along the Westerly Line of said Tract C N.26°50'00"E. 262.88 feet to the Northerly Boundary of said Tract C; thence along said Northerly Boundary the following two (2) courses:

- 1) S.76°00'35"E. 111.50 feet
- 2) S.55°11'36"E. 112.38 feet

thence S.26°50'00"W. 262.07 feet to the Southerly Boundary of said Tract C, which is also on the Northerly Boundary of the U.S. Highway No. 6 Right-of-Way; thence along said U.S. Highway No. 6 Right-of-Way and Southerly Boundary of said Tract C, N.63°10'00"W. 220.00 feet to the point of beginning.

Said portion of Tract C contains 58,872 square feet or 1.352 acres, more or less.

EXHIBIT "C"
 TO
 CONDOMINIUM DECLARATION
 FOR
 SUNRIVER CONDOMINIUMS

Condominium Unit No.	Undivided Ownership Interest and Percentage Used for Assessments
A-101	1.75
A-102	1.52
A-103	1.75
A-201	1.75
A-202	1.60
A-203	1.84
B-101	2.19
B-102	1.56
B-201	1.56
B-202	1.56
B-301	1.56
B-302	1.56
C-101	1.84
C-102	1.60
C-103	1.60
C-104	1.84
C-201	1.84
C-202	1.60
C-203	1.60
C-204	1.84
D-101	1.00
D-102	1.00
D-103	1.00
D-104	1.00
D-105	1.00
D-106	1.00
D-107	1.00
D-108	1.00
D-201	1.37
D-202	1.37
D-203	1.25
D-204	1.37
D-205	1.37
D-206	1.37
D-207	1.37
D-208	1.37
E-101	1.84
E-102	1.60
E-103	1.60
E-104	1.60
E-105	1.60
E-106	1.84
E-201	1.84
E-202	1.60
E-203	1.60
E-204	1.60
E-205	1.60
E-206	1.84
E-301	1.84
E-302	1.60
E-303	1.60
E-304	1.60
E-305	1.60
E-306	1.84
F-101	1.84
F-102	1.60
F-103	1.60
F-104	1.60
F-105	1.84
F-201	1.84
F-202	1.60
F-203	1.60
F-204	1.60
F-205	1.84

318/571

214942

***AMENDMENT TO CONDOMINIUM
DECLARATION FOR SUNRIVER
CONDOMINIUMS***

AMENDMENT TO
CONDOMINIUM DECLARATION
FOR
SUNRIVER CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, THE SUNRIVER COMPANY, as declarant caused the Condominium Declaration for SunRiver Condominiums to be enacted on the 10th day of February 1961 and,

WHEREAS, a Condominium Declaration was recorded in Book 318, page 187 at reception number recorded 214558, February 10, 1981 and,

WHEREAS, a minor error is contained in the legal description as found on EXHIBIT "A" and EXHIBIT "B" in Condominium Declaration for SunRiver Condominiums and,

WHEREAS, the declarant desires to amend the declaration to correct the errors in the legal description and,

WHEREAS, Article XIV of the declaration provides for the amendment to the declaration,

NOW THEREFORE, declarant does hereby amend the legal description as follows:

- 1.) the legal description as found in EXHIBIT "A" to the Condominium Declaration for SunRiver Condominiums amended by substitution to read as follows:

A portion of Tract C, Amended Final plat of Lot 1A, Block 2, Eagle-Vail, Filing No. 2, Eagle County, Colorado and more particularly described as follows:

Beginning at a point on the on the South Boundary of said Tract C from which the Southwest Corner of said Tract C bears N. $63^{\circ}10'00''$ W. 220.00 feet distant; thence N. $26^{\circ}50'00''$ E. 262.07 feet to the Northerly Boundary of said Tract C; thence along said Northerly Boundary the following five (5) courses:

- 1) S. $55^{\circ}11'36''$ E. 115.37 feet
- 2) S. $37^{\circ}40'59''$ E. 183.22 feet
- 3) S. $47^{\circ}39'03''$ E. 298.80 feet
- 4) S. $60^{\circ}25'20''$ E. 170.18 feet
- 5) S. $71^{\circ}23'51''$ E. 154.09 feet

to a point on the South Boundary of Tract C which is also on the North Boundary of the U.S. Highway No. 6 Right-of-Way; thence 518.25 feet along the arc of a curve to the right on said Right-of-Way with a radius of 1830.00 feet, the chord of which bears N. $71^{\circ}16'47''$ W. 516.52 feet distant; thence continuing along said Right-of-Way the following three (3) courses:

- 1) N. $63^{\circ}10'00''$ W. 77.40 feet
- 2) N. $79^{\circ}52'00''$ W. 104.40 feet
- 3) N. $63^{\circ}10'00''$ W. 201.75 feet

to the point of beginning.

Said portion of Tract C contains 97,111 square feet or 2.229 acres, more or less.

2. the legal description as found in EXHIBIT "B" to the Condominium Declaration for SunRiver Condominiums amended by substitution to read as follows:

A portion of Tract C, according to the Amended Final plat of Lot 1A, Block 2, Eagle-Vail, Filing No. 2, County of Eagle, State of Colorado and more particularly described as follows:

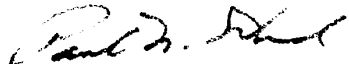
Beginning at the Southwest Corner of said Tract C, a pin and cap found in place; thence along the Westerly Line of said Tract C N. $26^{\circ}50'00''$ E. 252.88 feet to the Northerly Boundary of said Tract C; thence along said Northerly Boundary the following two (2) courses:

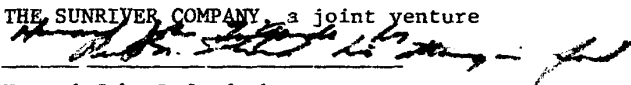
- 1) S. $76^{\circ}00'35''$ E. 111.50 feet
- 2) S. $55^{\circ}11'36''$ E. 112.28 feet

thence S. $26^{\circ}50'00''$ W. 262.07 feet to the Southerly Boundary of said Tract C, which is also on the Northerly Boundary of the U.S. Highway No. 6 Right-of-Way and Southerly Boundary of said Tract C, N. $63^{\circ}10'00''$ W. 220.00 feet to the point of beginning.

Said portion of Tract C contains 58,872 square feet or 1.352 acres, more or less.

THIS AMENDMENT IS EXECUTED on this 18th day
of February, 19 81.

By: 
Paul N. Eklund, Joint Venturer

THE SUNRIVER COMPANY, a joint venture

Howard-John LaGarde by
Paul N. Eklund, his Attorney
in Fact, Joint Venturer


Kelton Venture Development Group, A Venturer

By: Arthur Kelton, Jr., Managing Venturer and
Attorney in Fact for:
Kelton Garton & Assoc.,
Robert H. Riordan, M.D.
Thomas M. Francis, constituting all
of the venturers of the
Kelton Development Group Venture
AKA Kelton Venture Development Group

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing certificate was acknowledged before me
this 18th day of February, 1981 by Paul N. Eklund as
Joint Venturer and Howard-John LaCarde by Paul N. Eklund, his
Attorney in Fact, Joint Venturer.

Witness my hand and official seal Nancy Hart
Notary Public

My commission expires: My Commission expires May 2, 1983

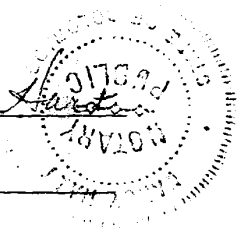


STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing certificate was acknowledged before me
this 18th day of February, 1981 by Arthur Kelton, Jr.,
Managing Venturer and Attorney in Fact for: Kelton Garton &
Assoc., Robert H. Riordan, M.D., Thomas M. Francis constituting
all of the venturers of the Kelton Development Group Venture
AKA Kelton Venture Development Group.

Witness my hand and official seal Nancy Hart
Notary Public

My commission expires: My Commission expires May 2, 1983



329/564

225924

***SUPPLEMENTAL CONDOMINIUM
DECLARATION FOR
SUNRIVER CONDOMINIUMS***

SUPPLEMENTAL
CONDOMINIUM DECLARATION
FOR
SUNRIVER CONDOMINIUMS

133
4/17

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, THE SUNRIVER COMPANY, a joint venture, hereinafter referred to as "Declarant", has caused to be recorded a Condominium Declaration for SUNRIVER CONDOMINIUMS at Reception Number 214558, Book 318 at Page 187 of the records of the Clerk and Recorder of Eagle County, Colorado; and

WHEREAS, an amendment to the Condominium Declaration for Sunriver Condominiums was recorded at Reception Number 214942 in the records of the Clerk and Recorder of Eagle County, Colorado, which amendment corrected the legal description found in Exhibit A of the Condominium Declaration for Sunriver Condominiums; and

WHEREAS, in Article III of the Declaration for Sunriver Condominiums, Declarant for itself, its successors and assigns expressly reserved the right to expand the Sunriver Condominium project by submitted additional real property to the project; and

WHEREAS, Declarant does now desire to submit the property described on Exhibit B of the Condominium Declaration for Sunriver Condominiums to the Condominium project which property is described herein on Exhibit A attached to this Supplemental Condominium Declaration for Sunriver Condominiums;

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the property and shall be a burden and benefit upon and to the Declarant, its successors and assigns and any and all persons acquiring or owning an interest in the property,

their grantees, successors, heirs, devisees, personal representatives and assigns.

1. Division of Property into Condominium Ownership.

The property described on Exhibit A, including the improvements constructed thereon, is hereby divided into twenty-eight (28) condominium units which will consist of one unit together with an appurtenant undivided ownership interest in and to the common elements in and upon the property as shown on Exhibit B attached hereto. The undivided ownership interest in and to the common elements is also shown on Exhibit C of the Condominium Declaration for Sunriver Condominiums.

2. Supplemental Condominium Map and Description of a Condominium Unit. A Supplemental Condominium Map shall be recorded with the Eagle County Clerk and Recorder prior to the first conveyance of any unit pursuant to this Supplemental Condominium Declaration. The description for Condominium Units which are created pursuant to this Supplemental Condominium Declaration shall be described pursuant to Article V of the Condominium Declaration for the Sunriver Condominiums, except that where the word Condominium Map is used, the word Supplemental shall precede it, and where the word Condominium Declaration is used, the phrase Supplemental Condominium Declaration and Condominium Declaration shall be included with the proper recording information for the Supplemental Map, Map, Supplemental Condominium Declaration and the Condominium Declaration for Sunriver Condominiums.

3. Adoption of Declaration and Expansion of Definitions.

Pursuant to Article III, Paragraph 3.5 of the Condominium Declaration for Sunriver Condominiums all of the terms and provisions of that Declaration are incorporated within this Supplement as if stated fully herewithin, except as specifically modified in this Supplemental Condominium Declaration.

THIS SUPPLEMENTAL DECLARATION IS EXECUTED on this: 18

of September, 1981.

THE SUNRIVER COMPANY, a joint venture

By: Paul N. Eklund
Paul N. Eklund, Joint Venturer

Howard John LaGarde
Howard John LaGarde,
Paul N. Eklund,
Attorney in Fact,
Joint Venturer

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing certificate was acknowledged before me
this 18th day of September, 1981 by Paul N. Eklund as Joint
Venturer and Howard John LaGarde by Paul N. Eklund, his
Attorney in Fact, Joint Venturer.

Witness my hand and official seal Sally A. Davidson
Notary Public

My commission expires: 2-9-82

EXHIBIT "A"
TO SUPPLEMENTAL
CONDOMINIUM DECLARATION
FOR
SUNRIVER CONDOMINIUMS

A portion of Tract C, according to the Amended Final plat of Lot 1A, Block 2, Eagle-Vail, Filing No. 2, County of Eagle, State of Colorado and more particularly described as follows:

Beginning at the Southwest Corner of said Tract C, a pin and cap found in place; thence along the Westerly Line of said Tract C N.26°50'00"E. 262.88 feet to the Northerly Boundary of said Tract C; thence along said Northerly Boundary the following two (2) courses:

- 1) S.76°00'35"E. 111.50 feet
- 2) S.55°11'36"E. 112.38 feet

thence S.26°50'00"W. 262.07 feet to the Southerly Boundary of said Tract C, which is also on the Northerly Boundary of the U. S. Highway No. 6 Right-of-Way; thence along said U. S. Highway No. 6 Right-of-Way and Southerly Boundary of said Tract C, N.63°10'00"W. 220.00 feet to the point of beginning.

Said portion of Tract C contains 58,872 square feet or 1.352 acres, more or less.

EXHIBIT "B"
TO SUPPLEMENT
CONDOMINIUM DECLARATION
FOR
SUNRIVER CONDOMINIUMS

<u>Condominium Unit No.</u>	<u>Undivided Ownership Interest and Percentage Used for Assessments</u>
E-101	1.84
E-102	1.60
E-103	1.60
E-104	1.60
E-105	1.60
E-106	1.84
E-201	1.84
E-202	1.60
E-203	1.60
E-204	1.60
E-205	1.60
E-206	1.84
F-301	1.84
E-302	1.60
E-303	1.60
E-304	1.60
E-305	1.60
E-306	1.84
F-101	1.84
F-102	1.60
F-103	1.60
F-104	1.60
F-105	1.84
F-201	1.84
F-202	1.60
F-203	1.60
F-204	1.60
F-205	1.84

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***AMENDMENT TO SUPPLEMENTAL
CONDOMINIUM DECLARATION FOR
SUNRIVER CONDOMINIUMS***

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133

AMENDMENT TO
SUPPLEMENTAL
CONDOMINIUM DECLARATION
FOR
SUNRIVER CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, THE SUNRIVER COMPANY, as declarant caused the Supplemental Condominium Declaration for SunRiver Condominiums to be enacted on the 18th day of September 1981 and, on the 6th day of October, 1981, and,

WHEREAS, a supplemental Condominium Declaration was recorded in Book 329, page 564 at reception number recorded 225924, September 29, 1981 and, additionally, in Book 329, page 979 at reception number recorded 226339, October 6, 1981 and,

WHEREAS, a minor error is contained in the legal description as found on EXHIBIT "A" in the Supplemental Condominium Declaration for SunRiver Condominiums and,

WHEREAS, the declarant desires to amend the Supplemental declaration to correct the errors in the legal description and,

NOW THEREFORE, declarant does hereby amend the legal description as follows:

- 1.) the legal description as found in EXHIBIT "A" to the Supplemental Condominium Declaration for SunRiver Condominiums is hereby amended by substitution to read as follows:

A portion of Tract C, Amended Final plat of Lot 1A, Block 2, Eagle-Vail, Filing No. 2, Eagle County, Colorado and more particularly described as follows:

Beginning at a point on the South Boundary of said Tract C from which the Southwest Corner of said Tract C bears N.63° 10'00"W. 220.00 feet distant; thence N.26° 50'00"E. 262.07 feet to the Northerly Boundary of said Tract C; thence along said Northerly Boundary the following five (5) courses:

- 1) S.55°11'36"E. 115.37 feet
- 2) S.37°40'59"E. 183.22 feet
- 3) S.47°59'03"E. 298.80 feet
- 4) S.60°25'20"E. 170.18 feet
- 5) S.71°23'51"E. 154.09 feet

to a point on the South Boundary of Tract C which is also on the North Boundary of the U.S. Highway No. 6 Right-of-Way; thence 518.25 feet along the arc of a curve to the right on said Right-of-Way with a radius of 1830.00 feet, the chord of which bears N.71°16'47"W. 516.52 feet distance; thence continuing along said Right-of-Way the following three (3) courses:

- 1) N.63°10'00"W. 77.40 feet
- 2) N.79°52'00"W. 104.40 feet
- 3) N.63°10'00"W. 201.75 feet

to the point of beginning.

Said portion of Tract C contains 97,111 square feet or 2.229 acres, more or less.

- 2.) the legal description as found in EXHIBIT"B" to the Condominium Declaration for SunRiver Concominiums amended by substitution to read as follows:

A portion of Tract C, according to the Amended Final plat of Lot 1A, Block 2, Eagle-Vail, Filing No. 2, County of Eagle, State of Colorado and more particularly described as follows:

Beginning at the Southwest Corner of said Tract C, a pin and cap found in place; thence along the Westerly Line of said Tract C N.26°50'00"E. 252.88 feet to the Northerly Boundary of said tract C; thence along said Northerly Boundary the following two (2) courses:

- 1) S.76°00'35"E. 111.50 feet
- 2) S.55°11'36"E. 112.28 feet

thence S.26°50'00"W. 262.07 feet to the Southerly Boundary of said Tract C, which is also on the Northerly Boundary of the U.S. Highway No. 6 Right-of-Way and Southerly Boundary of said Tract C, N.63°10'00"W. 220.00 feet to the point of beginning.

Said portion of Tract C contains 58,872 square feet or 1.352 acres, more or less.

THIS AMENDMENT TO THE SUPPLEMENTAL DECLARATIONS IS EXECUTED
on this 20th day of October, 1981.

THE SUNRIVER COMPANY, a joint venture

By: *Paul N. Eklund* Paul N. Eklund, Joint Venturer
Howard-John LaGarde by Paul N. Eklund Howard-John LaGarde by Paul N. Eklund,
his Attorney In Fact, Joint Venturer

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)



The foregoing certificate was acknowledged before me this 20 day of October, 1981 by Paul N. Eklund, as Joint Venturer and Howard-John LaGarde' by Paul N. Eklund, his Attorney in Fact, Joint Venturer.

Witness my hand and official seal *Paul N. Eklund*

My commission expires: My commission expires February 17, 1987

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SECOND AMENDMENT TO THE
DECLARATION FOR SUNRIVER
CONDOMINIUMS

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**SECOND AMENDMENT TO THE DECLARATION FOR
SUNRIVER CONDOMINIUMS**

This Second Amendment to the Declaration for Sunriver Condominiums ("Amendment") is effective as of NOVEMBER 30, 1998 by the Sunriver Condominium Association, Inc., a Colorado Non-profit Corporation ("The Association").

WITNESSETH

WHEREAS, a Condominium Declaration for Sunriver Condominiums ("The Declaration") was recorded on February 10th, 1981 in Book 318 at Page 187 in the office of the Clerk and Recorder of Eagle County, Colorado (Terms used herein shall have the meanings as defined in the Declaration unless otherwise defined or modified herein); and

WHEREAS, all of the additional property, described and provided for in the Declaration particularly Exhibit B thereto has been subjected to the Sunriver Condominium Association by the recording of Amended and Supplemental Declarations recorded February 18, 1981 at Book 318 at Page 571, and recorded September 29, 1981 at Book 329 at Page 564, and recorded October 6, 1981 in Book 329 at Page 979 and recorded October 21, 1981 in Book 330 at Page 922, all in the office of the Clerk and Recorder of Eagle County, Colorado (the Amended and Supplemental Declarations being deemed to be included within the definition of "Declaration"); and

WHEREAS, the members of the Association desire to amend the Declaration to provide and allow for the preparation and recording of a new plat map which shall partition Unit B-101 in that the lower portion of B-101 is to belong to the Association while the upper portion of Unit B-101 is to remain titled to the current owners Jack and Dana Pickett.;

WHEREAS, pursuant to Section 14.1 of the Declaration, the Declaration may be amended by written consent of Owners who own not less than 80% of the condominium units in the condominium project and by written consent of 80% of First Mortgagees; and

WHEREAS, the required number of Owners and First Mortgagees have approved this Amendment; and NOW, THEREFORE, the Declaration is hereby Amended as follows:

1. Partition of Unit B-101. That Unit B-101 as depicted upon the final plat map for Sunriver Condominiums recorded with the Eagle County Clerk and Recorder on February 10, 1981 in Book 318 at Page 186 is hereby partitioned into two separate units with the upper portion, which is a one story condominium, to remain designated at Unit B-101 and the lower portion to be designated as Unit B-101B. The Upper portion which shall remain Unit B-101 shall continue to be owned by the current owners of Unit B-101, Jack and Dana Pickett, and the lower portion to be designated as Unit B-101B shall be deeded to the Sunriver Homeowners Association for

679942 12/14/1998 05:14P 134 Sara Fisher
1 of 5 R 25.00 D 0.00 N 0.00 Eagle CO

ownership thereof. An Amended Plat Map shall be recorded with the Eagle County Clerk and Recorder setting forth said partition.

2. Exhibit "C". That Exhibit "C" to the Condominium Declaration for Sunriver Condominiums which sets forth each Owner's undivided ownership interest in the Common Elements and percentages utilized for assessments is hereby deleted and amended in its entirety and is replaced by the Exhibit "C" attached to this Second Amendment to the Declaration for Sunriver Condominiums and which is incorporated by reference herein.

3. Plat Map. An Amended Condominium Map shall be recorded with the Eagle County Clerk and Recorder simultaneously with the recording of this Second Amendment to Condominium Declaration for Sunriver Condominiums. The description for all Condominium Units of Sunriver shall be described pursuant to Article V of the Condominium Declaration for the Sunriver Condominiums, except that where the words Condominium Map and Supplemental Condominium Map are used in compliance with the Supplemental Condominium Declaration for Sunriver Condominiums reference to to this Amended Condominium Map shall be included, and where the words Condominium Declaration, Amended Condominium Declaration, Supplemental Declaration and Second Supplemental Declaration are used, the phrase Second Amended Condominium Declaration shall be included with the proper recording information for the Map, Supplemental Map, Amended Map, Declaration, Supplemental Declaration, Second Supplemental Declaration, Amended Declaration and the Second Amended Declaration for Sunriver Condominiums.

4. Severability. Invalidation of any one of the terms or provisions herein by Judgment or Court Order shall in no way affect any other provisions herein which provision shall remain in full force and effect.

5. Conflicts Between Documents. In case of conflict between the Declaration, as supplemented by the Amended and Supplemental Declarations and by this Amendment, and the Articles or By-Laws of the Association, the Declaration, as supplemented, shall control.

6. Declaration in full force and effect. Except as specifically set forth in this Amendment, the Declaration, Supplemental Declaration, Amended Declaration and Second Supplemental Declaration remain unchanged and in full force and effect. This Amendment shall hereafter be interpreted for all purposes as part of the Declaration.

7. Approval of Second Amendment to Declaration in Compliance with Article XIV, Section 14.1 of the Declaration for Sunriver Condominiums. The undersigned President of the Sunriver Condominium Association hereby certifies by his/her signature hereon that this Second Amendment to the Declaration for Sunriver Condominiums has been approved by written consent of Owners who own 80% of the Condominium Units in the project and 80% of the First Mortgagees. Said written consents are held with all Association Documents in the office of the Manager for the Association.



679942 12/14/1998 05:14P 134 Sara Fisher
2 of 5 R 26.00 D 0.00 N 0.00 Eagle CO

In witness whereof, the undersigned has caused this Second Amendment to the Declaration for Sunriver Condominiums to be executed as of the day and year first set forth above and the Sunriver Condominium Association, Inc., a Colorado Non-profit Corporation by:

Ronald H. Martin, President

STATE OF COLORADO

COUNTY OF ARAPAHOE

Subscribed and sworn before this 30th day of November, 1998 by Ronald H. Martin, President of the Sunriver Condominium Association, Inc.

Witness, my hand and official seal.

Sara Fisher
Notary Public

My commission expires June 25, 1999.



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3 of 5 R 26.00 D 0.00 N 0.00 Eagle CO

EXHIBIT "C"
 TO
 CONDOMINIUM DECLARATION
 FOR
 SUNRIVER CONDOMINIUMS

Condominium Unit No.	Undivided Ownership Interest and Percentage Used for Assessments
A-101	1.75
A-102	1.52
A-103	1.75
A-201	1.75
A-202	1.60
A-203	1.84
B-101	1.56
B-101B	0.63
B-102	1.56
B-201	1.56
B-202	1.56
B-301	1.56
B-302	1.56
C-101	1.84
C-102	1.60
C-103	1.60
C-104	1.84
C-201	1.84
C-202	1.60
C-203	1.60
C-204	1.84
D-101	1.00
D-102	1.00
D-103	1.00
D-104	1.00
D-105	1.00
D-106	1.00
D-107	1.00
D-108	1.00
D-201	1.37
D-202	1.37
D-203	1.25

D-204	1.37
D-205	1.37
D-206	1.37
D-207	1.37
D-208	1.37
E-101	1.84
E-102	1.60
E-103	1.60
E-104	1.60
E-105	1.60
E-106	1.84
E-201	1.84
E-202	1.60
E-203	1.60
E-204	1.60
E-205	1.60
E-206	1.84
E-301	1.84
E-302	1.60
E-303	1.60
E-304	1.60
E-305	1.60
E-306	1.84
F-101	1.84
F-102	1.60
F-103	1.60
F-104	1.60
F-105	1.84
F-201	1.84
F-202	1.60
F-203	1.60
F-204	1.60
F-205	1.84

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RESOLUTION NO. 1992

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**RESOLUTION
NO. 1992-_____**

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

**OF THE
EAGLE-VAIL PROPERTY OWNERS' ASSOCIATION, INC.**

WHEREAS, the Eagle-Vail Property Owners' Association, Inc. was incorporated to serve as an Association for the furtherance of the interest of property owners within Eagle-Vail Subdivision Filings Nos. 1 and 2, including Whiskey Hill Subdivision (the "Subdivisions"); and

WHEREAS, properties located within Whiskey Hill Subdivision are subject to the Declaration of Protective Covenants for Eagle-Vail Subdivision Filing No. 1, as amended, even though an additional Declaration of Protective Covenants for Whiskey Hill was also recorded for properties located within Whiskey Hill Subdivision; and

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions, and Restrictions of the Eagle-Vail Subdivision Filings Nos. 1 and 2, and Whiskey Hill (the "Amended and Restated Declaration") has previously been approved by the Eagle-Vail Property Owners' Association, Inc., by resolutions dated May 8, 1990, and August 14, 1990; and

WHEREAS, the Prior Declarations, as defined in the Declaration, require written consent by the owners of fifty one percent (51%) of the property subject to them, and approval of the Board of County Commissioners of Eagle County to be amended; and

WHEREAS, Board of Directors and Officers of the Eagle-Vail Property Owners' Association, Inc., were directed to take the necessary actions to see that the Amended and Restated Declaration was properly adopted and approved as necessary to be effective, including obtaining necessary signatures and approvals; and

WHEREAS, the Board of County Commissioners of Eagle County, by letter dated February 26, 1990, waived its rights in the Prior Declarations, and expressed that it had no objection to amendments which relieved the Board of County Commissioners of responsibility for approving the Amended and Restated Declaration; and

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WHEREAS, sufficient written consents have been obtained to make the Amended and Restated Declaration effective against properties subject to the original Declarations of Covenants for Eagle-Vail Subdivision Filings Nos. 1 and 2, as amended, which includes the property located within the Whiskey Hill Subdivision;

NOW, THEREFORE, the Board of Directors of the Eagle-Vail Property Owners' Association, at this meeting duly called upon such notice as required by law, hereby resolves as follows:

1. The owners of fifty-one percent (51%) of the land subject to the original Declarations of Covenants for Eagle-Vail Subdivision Filings Nos. 1 and 2, as amended, for which lands include the Whiskey Hill Subdivision, have given written consent to the Amended and Restated Declaration and the Board of County Commissioners has waived its right to consent to the Amended and Restated Declaration; the Amended and Restated Declaration, this Resolution, and other supporting documentation as deemed appropriate shall be recorded in the records of the Clerk and Recorder of Eagle County and shall be effective as against all properties previously subject to the original Declarations of Covenants for Eagle-Vail Subdivision Filings Nos. 1 and 2, as amended, including Whiskey Hill Subdivision, as stated within the Amended and Restated Declaration.

Passed this 2 day of June 1992 by a vote of 6 in favor, 0 against, at a meeting of the Eagle-Vail Property Owners' Association, Inc. Board of Directors.

By:


Patricia L. Penwill, Secretary
Eagle-Vail Property Owners'
Association, Inc.

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

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

480349 B-584 P-244	07/07/92 12:40	PG 1 OF 19	REC	DDC
JOHNETTE PHILLIPS	EAGLE COUNTY	COOK, COLORADO	95.00	0.00

TABLE OF CONTENTS

ARTICLE I DEFINITIONS 2

 Section 1. Abandoned or Inoperable Automobiles or Vehicles 2

 Section 2. Articles of Incorporation 2

 Section 3. Association 2

 Section 4. Bed and Breakfast 2

 Section 5. Board 2

 Section 6. Bylaws 3

 Section 7. Church Lot 3

 Section 8. Commercial Building 3

 Section 9. Commercial Lot 3

 Section 10. Committee 3

 Section 11. Duplex Lot 3

 Section 12. Dwelling Unit 3

 Section 13. Fourplex Lot 3

 Section 14. Garage 3

 Section 15. Lot 3

 Section 16. Member 3

 Section 17. Membership Property 3

 Section 18. Multi-Family Lot 3

 Section 19. Owner 3

 Section 20. Properties 4

 Section 21. Recreation Lot 4

 Section 22. Residential 4

 Section 23. Vacant Lot 4

ARTICLE II MEMBERSHIP AND VOTING RIGHTS 4

 Section 1. Membership 4

 Section 2. Classes of Membership 4

 Section 3. Meetings and Elections 4

ARTICLE III USE REGULATIONS 4

 Section 1. Land Uses 4

 Section 2. Public Recreation Use 6

 Section 3. Drainage and Grading 6

 Section 4. Use Restrictions and Setbacks 6

 Section 5. Drainage and Grading 6

 Section 6. Changes in Land Use Categories 7

ARTICLE IV DESIGN REVIEW COMMITTEE 7

 Section 1. Composition of Committee 7

 Section 2. Review by Committee 7

 Section 3. Procedures 7

 Section 4. Vote 8

 Section 5. Records 8

 Section 6. Liability 8

 Section 7. Variance 8

 Section 8. Fees 8

 Section 9. Landscaping 8

 Section 10. Reconsideration, Review, and Appeal 9

ARTICLE V EXTERIOR MAINTENANCE 9

 Section 1. General 9

 Section 2. Failure to Maintain 9

ARTICLE VI RESTRICTIONS 9

 Section 1. Use 9

 Section 2. Animals 9

 Section 3. Temporary Structures 10

 Section 4. Miscellaneous Structures 10

 Section 5. Property to be Maintained 10

 Section 6. Underground Utility Lines 10

 Section 7. No Noxious or Offensive Activity 10

 Section 8. No Hazardous Activities 11

 Section 9. No Annoying Light, Sounds, or Odors 11

 Section 10. Restrictions on Parking and Storage 11

 Section 11. Abandoned Vehicles 11

 Section 12. Vehicle Repair 11

480349 B-584 P-244 07/07/92 12:10 PG 2 OF 15

Section 13.	Height Restrictions	11
Section 14.	Clotheslines and Storage	12
Section 15.	Garbage and Refuse Disposal	12
Section 16.	Tanks	12
Section 17.	Wood Storage	12
Section 18.	Trees	12
Section 19.	Utilities	12
Section 20.	Mechanical Equipment	12
Section 21.	Commencement of Construction	12
Section 22.	Commercial and Business Activities	12
Section 23.	Temporary Accommodations	13
Section 24.	Rules and Regulations	13
ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS		13
Section 1.	Obligation for Assessments	13
Section 2.	Assessment Lien	13
Section 3.	Purpose of Assessments	14
Section 4.	Uniform Rate of Assessment	14
Section 5.	Date of Commencement of Annual Assessments	14
Section 6.	Additional Costs	14
Section 7.	Subordination of the Lien to Mortgages	14
Section 8.	Exemption	14
ARTICLE VIII GENERAL PROVISIONS		14
Section 1.	Enforcement	14
Section 2.	Access at Reasonable Hours	15
Section 3.	Severability	15
Section 4.	Conflict of Provisions	15
Section 5.	Duration, Revocation, and Amendment	15
Section 6.	Registration by Owner of Mailing Address	15
Section 7.	Leases	15
Section 8.	Notice	15
Section 9.	Approval	15
Section 10.	Section References	16
Section 11.	Counterpart Signatures	16
Section 12.	Governmental Regulations	16
CONSENT AND APPROVAL		17

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**AMENDED AND RESTATED DECLARATION
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 of _____, 1990, 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 replatting 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 Commissioners 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 Declara-

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PG 4 OF 19

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EXHIBIT A

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

1. Declaration of Protective Covenants for Eagle-Vail Subdivision Filing No. 1, recorded September 6, 1972 in Book 225 at Page 302;
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.

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tion 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.

51160

480349 8-584 P-244 07/07/92 12:40 PG 7 OF 19

Section 6. "Bylaws" 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. "Fourplex 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 who holds membership in the Association.

Section 17. "Membership Property" shall mean each Vacant Lot, Church Lot, 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.

91100

480349 B-584 P-244 07/07/92 12:40

PG 8 OF 19

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.

<u>Definition</u>	<u>Lot Description</u>
Duplex Lot	Eagle-Vail Subdivision Filing No. 1: Block 1, Lots 10-72, inc.;

Block 2, Lots 1-7, inc.;
 Block 3, Lots 1-15, inc.;
 Block 3, Lots 28-72, inc.;
 Block 3, Lots 74-101, inc.;
 Tract F
 Block 3, Lots 110-126, inc.;
 Block 6, Lots 1-11, inc.;
 Block 6, Lots 14-20, inc.;
 Block 6, Lot 28;
 Block 7, Lots 1-6, inc.;
 Block 8, 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

Fourplex 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 1A;
 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 1A, 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, outstructure, 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 therefor (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

CT169

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

480348 R-584 P-244 07/07/92 12:40 PG 11 OF 19

06109

470349 8-584 P-244 07/07/92 12:40 PG 12 OF 13

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 revegetation 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 formations, and unique landscape features.
7. Use native vegetation, low water consuming vegetation, 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

12160

130545 S 584 P-244 07/07/92 12:40 PG 13 OF 19

22100

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 activity from adjoining property and public areas. No car or c

430349 B-584 P-244 07/07/92 12:40 PG 14 OF 19

02101

480349 8-584 P-244 07/07/92 12:40 Pg 15 of 19

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 pick-up 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, either 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 antenna, 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.

42100

480349 8-584 P-244 07/07/92 12:40 PG 16 OF 19

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

4803-9 B-584 P-244 07/07/92 12:40 PG 17 OF 2

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 therefor.

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 hereafter 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 hours.

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 F.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.

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RIGHT-OF-WAY EASEMENT

HOLY CROSS ELECTRIC ASSOCIATION, INC.
UNDERGROUND RIGHT-OF-WAY EASEMENT

10

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

SUNRIVER CONDOMINIUM ASSOCIATION, a Colorado Nonprofit Corporation

(hereinafter called "Grantor"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto HOLY CROSS ELECTRIC ASSOCIATION, INC., a cooperative corporation whose post office address is P.O. Drawer 2150, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Eagle, State of Colorado, described as follows:

Part of Tract C, Amended Final Plat, Lot 1A, Block 2, Eagle-Vail Subdivision, Filing No. 2, in Section 7, Township 5 South, Range 81 West of the 6th P.M., more particularly described on the (corrected) Final Plat - Condominium Map of Sunriver Condominiums in book 318 at page 186 and in the Condominium Declaration for Sunriver Condominiums in book 318 at page 187 and as amended in book 318 at page 571 in the office of the Eagle County Clerk and Recorder, Eagle, Colorado.

And, to construct, reconstruct, repair, change, enlarge, re-phase, operate, and maintain an underground electric transmission or distribution line, or both, with the underground vaults, conduit, fixtures and equipment used or useable in connection therewith, together with associated equipment required above ground, within the above mentioned lands, upon an easement described as follows:

The southerly ten (10) feet of said Part of Tract C between the westerly boundary of the 60 (sixty) foot access easement (known as Nottingham Ranch Road) shown on said Plat and the easterly boundary of the existing Holy Cross Electric Association, Inc. Underground Right-of-Way Easement shown on said Plat and recorded in book 305 at page 583 in the office of the Eagle County Clerk and Recorder, Eagle, Colorado.

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Together with the right to remove any and all trees, brush, vegetation and obstructions within said easement and the right to pile spoils outside of said easement during construction and maintenance, when such is reasonably necessary for the implementation and use of the rights hereinabove granted. Grantor agrees that landscaping and other surface improvements made on said easement will be minimized, but that any damage caused to said landscaping and improvements by Grantee during exercise of any of its rights granted by this easement shall be repaired by the Grantee at its expense.

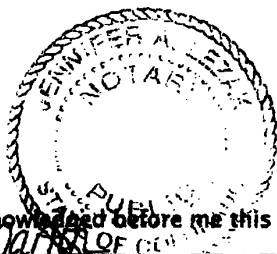
Grantor agrees that all facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantor covenants that it is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following:

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular, the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on this 18th day of August, 1997.

STATE OF Colorado)
COUNTY OF Eagle) ss.



SUNRIVER CONDOMINIUM ASSOCIATION,
a Colorado Nonprofit Corporation
By: Ronald H. Martens
(Vice) President

The foregoing instrument was acknowledged before me this 18th day of August, 1997, by Ronald Martens as Vice President of SUNRIVER CONDOMINIUM ASSOCIATION, a Colorado Nonprofit Corporation.

WITNESS my hand and official seal.
My commission expires:
My Commission Expires 4-21-1998

Jennifer A. Kane
Notary Public
Address: PO Box 7330 Avon 81620

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RESOLUTION NO. 2000-167

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Commissioner Sallaghe moved adoption of the following Resolution:

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EAGLE, STATE OF COLORADO

RESOLUTION NO. 2000- 167

IN THE MATTER OF AMENDING
APPENDIX B of CHAPTER II (Eagle-Vail PUD Guide) of the
EAGLE COUNTY LAND USE REGULATIONS

FILE NO. LUR-0031

829

WHEREAS, the Board of County Commissioners of Eagle, State of Colorado (hereinafter the "Board"), is authorized, pursuant to State enabling legislation including, but not limited to, C.R.S. 30-28-101, et seq., to plan for and regulate the use and development of land in the unincorporated territory of the County of Eagle, State of Colorado, for the purpose of promoting the health, safety, convenience, order, prosperity, and welfare of the present and future inhabitants of the County of Eagle; and

WHEREAS, the Board has adopted such zoning and subdivision regulations, which land use regulations have been incorporated into one comprehensive document entitled "Eagle County Land Use Regulations" (hereinafter the "L.U.R."), pursuant to Resolution No.98-147; and

WHEREAS, C.R.S. 30-28-116, and Chapter 1, Section 1.10 and Chapter 2, Section 5-230 of the L.U.R., respectively, provide that, from time to time, the Board may amend the number, shape, boundaries, or area of any district, or any regulation of or within such district, or any other provisions of the County's Zoning Resolution; and

WHEREAS, C.R.S. 30-28-133, and Chapter 1, Section 1.10 and Chapter 2, Section and 5-230 of the L.U.R., provide for the adoption and amendment of subdivision regulations by the Board; and

WHEREAS, on May 18th, 2000, the Eagle County Department of Community Development, initiated proposed amendments to Appendix B of Chapter II of the Eagle County Land Use Regulations, in order to provide for a demonstrated community need, such proposed amendments were referred to the Eagle County Planning Commission for their review and comment; and

WHEREAS, the Eagle County Planning Commission reviewed the proposed amendments on September 20th, 2000, and certified their comments and recommendations with respect thereto to the Board; and

WHEREAS, after public notice was given pursuant to law, the Board held a public hearing to consider comments on such proposed amendments on October 2nd, 2000 in the Board of County Commissioners' meeting room, in the Eagle County Building, Eagle, Colorado; and

WHEREAS, having reviewed all of the evidence, testimony, statements and exhibits submitted at the public hearing, as well as the comments and recommendations of the Eagle County Planning Commission, and the Eagle County Department of Community Development, together with the various studies and land use plans of the County including the Eagle County Master Plan, the Board hereby determines that the proposed amendments to Appendix B of Chapter II of the Eagle County Land Use Regulations are necessary and proper for the protection of the public health, safety, welfare and best interest of the County of Eagle, State of Colorado, finding as follows:

1. **Pursuant to Chapter 1, Section 1.15.04 Referrals of the Eagle County Land Use Regulations:**
 - (a) The proposed amendments **HAVE** been referred to the appropriate referral agencies for an advisory opinion.
 - (b) The proposed amendments **HAVE** been referred to the City Clerk of all incorporated municipalities for recommendation by the city or town planning commission or city council or town board, or agents designed by them.
 - (c) The proposed amendments **HAVE** been referred to the Division of Planning of the Department of Local Affairs for advice and recommendation.
 - (d) The proposed amendments **ARE NOT** significant amendments to provisions of these Land Use Regulations relating to subdivision matters and therefore **HAVE NOT** been referred to the Land Use Commission for comment

2. **Pursuant to Chapter 1, Section 1.15.05 Public Hearing of the Eagle County Land Use Regulations:** Public notice

HAS been given pursuant to Section 1.15.05.(1), Section 1.15.05.(2) and Section 1.15.05.(2) of this Chapter.

3. Pursuant to Chapter 2, Section 5-230.B.2. Text Amendment of the *Eagle County Land Use Regulations*:
 - (a) Precise wording of the proposed changes **HAVE** been provided.
 - (b) The proposed amendment **SOLELY AMENDS THE TEXT** of the *Eagle County Land Use Regulations* **DOES NOT** amend the Official Zone District Map or any other map incorporated into the *Regulations* by reference.

4. Pursuant to Chapter 2, Section 5-230.D. Standards of the *Eagle County Land Use Regulations* as applicable:
 - (a) The proposed amendments **ARE** consistent with the purposes, goals, policies, and Future Land Use Map of the *Eagle County Master Plan*.
 - (b) The proposed amendments **DO** address a demonstrated community need.
 - (c) The proposed amendments **ARE** in the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF EAGLE, STATE OF COLORADO:

THAT, Appendix B of Chapter II of the Eagle County Land Use Regulations, are hereby amended, effective _____ to read as set forth in Exhibit A attached hereto and incorporated herein by this reference.

THAT, these amendments of Appendix B of Chapter II of the Eagle County Land Use Regulations shall not constitute nor be construed as a waiver of any violations existing at the time of adoption of this Resolution.

THAT, the Director of Community Development is hereby directed to transmit a true and correct copy of the Eagle County Subdivision Regulations, as amended, to the Colorado Land Use Commission.

THAT, should any section, clause, provision, sentence or word of this Resolution, including the attached Exhibit, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any parts thereof, other than the part so declared to be invalid. For this purpose, this Resolution is declared to be severable.

THAT, this Resolution is necessary for the public health, safety, and welfare of the County of Eagle, State of Colorado.

MOVED, READ AND ADOPTED by the Board of County Commissioners of the County of Eagle, State of Colorado, at its regular meeting held the 20th day of November, nunc pro tunc to the 16th day of October, 2000



COUNTY OF EAGLE, STATE OF COLORADO
By and Through its BOARD OF COUNTY COMMISSIONERS

ATTEST

BY: Sara J. Fisher
Sara J. Fisher
Clerk of the Board of
County Commissioners

BY: Tom C. Stone

Tom C. Stone, Chairman
Commissioner

BY: Michael L. Gallagher

Michael L. Gallagher,
Commissioner

BY: Johnnette Phillips

Johnnette Phillips,
Commissioner

Commissioner Phillips seconded adoption of the foregoing resolution. The roll having been called, the vote was as follows:

Commissioner Tom C. Stone
Commissioner Michael L. Gallagher
Commissioner Johnnette Phillips

Aye
Aye
Aye

This Resolution passed by unanimous vote of the Board of
County Commissioners of the County of Eagle, State of Colorado.

EXHIBIT A

To Resolution 00-_____ of the
Board of Eagle County Commissioners

AMENDMENTS to
Appendix B of Chapter II
of the
Eagle County Land Use Regulations

Appendix B

Eagle-Vail PUD Guide



Appendix B: EAGLE-VAIL PUD GUIDELINES

1. Purpose

To provide for the Eagle-Vail Subdivision, Filings 1 and 2, Eagle County, Colorado and Whiskey Hill, Eagle County, Colorado, the necessary control document pursuant to Section 24-67-101 et seq., C.R.S. and Section 2.06.13 of the existing Land Use Regulations which was not previously adopted by the Board of County Commissioners, the Eagle-Vail Subdivision having been developed prior to the adoption of these Land Use Regulations.

2. General

- a. The zoning and land use restrictions set forth in this Section 2.06.15 shall apply to all real property located and included within the Eagle-Vail Subdivision, Filings Nos. 1 and 2, as set forth on the final plats thereof recorded in Book 225 at Page 302 and Book 232 at Page 782, respectively, of the Eagle County real property records, the Amended Final Plat of Lot 2, 3,22, Block 2, Filing 2 recorded in Book 233 at Page 612, Whiskey Hill as set forth on the final plat thereof recorded in Book 256 at Page 733, and the Oleson Final Plat recorded at Reception No. _____ said Subdivisions being hereinafter referred to throughout these regulations as "Eagle-Vail".
- b. The remaining provisions of these Land Use Regulations shall apply to development within Eagle-Vail to the extent applicable and not inconsistent with the specific provisions of this Appendix B. In the event of a conflict, inconsistency or incongruity between the provisions of this Appendix B and the provisions of any other section contained in these Land Use Regulations, the provisions of this Appendix B shall in all respects govern and control the development of Eagle-Vail.
- c. The procedure for modifying or amending this Appendix B as applied to specific instances shall be governed by Section 5-240, Planned Unit Development (PUD) District of these Land Use Regulations.
- d. Special Review: The Eagle-Vail special review shall follow all the requirements for a special use permit, as shown at Section 5-250, Special Uses of the Eagle County Land Use Regulations.

3. Definitions - As used in this Appendix B, the following words and terms shall have the following meanings:

- a. "Bed and Breakfast - Home Occupation" shall mean a lawful use

incidental to the use of the dwelling for dwelling purposes and wherein no more than 4 persons at any one time are provided lodging and/or meals for compensation.

- b. "Commercial Lot" shall mean and refer to a parcel which may be used for multiple family residential purposes, condominiums, apartments, retail shops, service shops (including automobile service stations), restaurants, motels, hotels, lodges, medical clinics and professional offices.
- c. "Day Care Center" shall mean and refer to a facility used for the whole or part of a day for the care of seven (7) or more children, not related to the owner, operator or manager thereof; whether such facility is operated with or without compensation for such care; and providing that one loading space be provided in addition to the standard parking requirements.
- d. "Duplex Lot" shall mean and refer to a lot which may be used solely for residential purposes and upon which not more than one building containing not more than two Dwelling Units and not more than two garages may be constructed.
- e. "Dwelling Unit" shall mean and refer to one or more rooms in a building designed to be used and occupied by one family living independently of any other family, having not more than one indoor kitchen facility, to be used solely for residential occupancy.
- f. "Fourplex Lot" shall mean and refer to a lot which may be used solely for residential purposes and upon which not more than one building containing not more than four Dwelling Units, and not more than four garages, may be constructed.
- g. "Home Occupation" means any lawful use conducted entirely within a dwelling which is incidental and secondary to the use of the dwelling for dwelling purposes and which does not change the residential character thereof. Home occupations may include, but not be limited to, professional offices.
- h. "Kitchen Facility" means fixtures and equipment for food storage and preparation of meals, which may include any or all of the following, but not be limited to a sink, stove, microwave oven, dishwasher and refrigerator and food storage facilities.
- i. "Multi-Family Lot" shall mean and refer to 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 not exceed the number of Dwelling Units allowed for such lot as designated on the recorded final plat relative thereto and as further designated in this Appendix B(4).

- j. "Recreation Lot" shall mean and refer to a parcel which may be used solely for recreational purposes such as golf, swimming, picnicking, volleyball, open space and the like, and which may have constructed thereon buildings associated with such uses.
- k. "Single Family Lot" shall mean and refer to a parcel which may be used solely for residential purposes and upon which not more than one building containing two residential dwelling units may be constructed. One of the units may not be larger than 800 square feet and may not be further subdivided from the primary unit.

4. Use Regulations

a. Land Uses

The lots within the Eagle-Vail Subdivision, Filing Nos. 1 and 2, and Whiskey Hill as designated and described on the recorded final plats thereof fall within the following land use categories:

Definition

Lot Description

1) Duplex Lot

A) Eagle-Vail Subdivision, Filing No. 1:

- Block 1, Lots 10-72, inclusive;
- Block 2, Lots 1-7, inclusive;
- Block 3, Lots 1-15, inclusive;
- Block 3, Lots 28-72, inclusive;
- Block 3, Lots 74-101, inclusive;
- Block 3, Lots 110-126, inclusive;
- Block 6, Lots 1-11, inclusive;
- Block 6, Lots 14-20, inclusive;
- Block 6, Lot 28;
- Block 7, Lots 1-6, inclusive;
- Block 8, Lots 1-6, inclusive;
- Tract F.

B) Eagle-Vail Subdivision, Filing No. 2:

- Block 1, Lots 1-19, inclusive;
- Block 1, Lots 25-51, inclusive;

Block 1, Lots 53-79, inclusive;
Block 1, Lots 7-21, inclusive;
Block 3, Lots 13-42, inclusive;
Block 4, Lots 1-15, inclusive;
Block 4, Lots 16-38, inclusive;
Block 4, Lots 42-97, inclusive.

C) Whiskey Hill Subdivision

Lots 1-34, inclusive.

2) Fourplex Lot

A) Eagle-Vail Subdivision, Filing No. 1:

Block 1, Lots 3-9, inclusive;
Block 3, Lots 16-27, inclusive;
Block 3, Lots 102-104, inclusive;
Block 4, Lots 1-8, inclusive;
Block 5, Lots 1-14, inclusive.

B) Eagle-Vail Subdivision, Filing No. 2:

Block 1, Lots 20-23, inclusive;
Block 1, Lot 52;
Block 2, Lots 3-6, inclusive;
Block 3, Lots 1-9, inclusive, Lot 12;
Block 4, Lots 40 and 41.

3) Multi-Family Lot

A) Eagle-Vail Subdivision, Filing No. 1:

Block 3, Lots 73 and 105;
Block 3, Lots 106 and 109;
Lots 2, and 3 (formerly Block 3, Lots 107 and 108);
Block 6;
Tracts G, J and K.

B) Eagle-Vail Subdivision, Filing No. 2:

Block 1, Lot 80;
Block 2, Lots 1 and 2;
Block 2, Lot 22.

C) Whiskey Hill Subdivision

Lot 35.

MULTI-FAMILY UNIT INVENTORY (As of 1979)

EAGLE-VAIL SUBDIVISION, FILING # 1

<u>MULTI-FAMILY LOT</u>	<u>UNITS</u>	<u>LOCATION</u>
Clubhouse Condominiums	14	Block 3, Lot 109
Mountain Terrace	30	Lots 1, 2 and 3 (formerly Block 3, Lots 107 and 108)
Stone Creek Meadows	232	Block 6, Tracts G, J, & K
Cornerstone	33	Block 6, Lot 35
Swim Club	8	Block 3, Lot 106
19th Fairway	26	Block 3, Lot 105
Par 6	56	Block 3, Lot 73
	399	Total

EAGLE-VAIL SUBDIVISION, FILING # 2

<u>MULTI-FAMILY LOT</u>	<u>UNITS</u>	<u>LOCATION</u>
Eagle River Condos	6	Block 2, Lot 22
Sunriver	65	Block 2, Lot 1A
Mountain Stream	54	Block 2, Lot 1A
Left Bank at Eagle-Vail	54	Block 2, Lot 1
River View Apartments	73	Block 1, Lot 1
The Woods	21	Block 1, Lot 80
	273	Total

6. Use Restrictions and Guidelines

a) Single Family Lot (orig. 10/02/00)

- | | | | |
|------|---|---|--|
| (1) | Use by Right: | aa. | Single family dwelling unit or single family with secondary unit not to exceed 800 square feet. |
| (2) | Uses, Special Review: | aa. | Day Care Center |
| | | bb. | Home occupation for office use or studio for the arts and crafts. |
| (3) | Fractional Fee Estates and Bed and Breakfast Home Occupation are specifically prohibited. | | |
| (4) | Density: | | 2 dwelling units/lot |
| (5) | Floor Area Ratio: | .35 | Floor Area Ratio defined to include all space between exterior walls excluding true basements (uninhabitable space) and garages. |
| (6) | Lot Coverage: | .25 | Defined as building footprint including cantilevered space and garages (excluding decks). |
| (7) | Total Impervious Materials: | .50 | Impervious materials defined to include any driving and parking surface. |
| (8) | Maximum Building Height: | 35 feet. | |
| (9) | Front Setback: | 20 feet from property line. | |
| (10) | Side and Rear Setback: | 12.5 feet or 1/2 the height of any building, whichever is greater. | |
| (11) | Snow Removal: | 20% of outside parking and driveway area. Snow removal space must have a minimum dimension of 6 feet on | |

all sides, be not more than 12 feet deep and be adjacent to parking or driveway area. No trees and shrubs will be allowed in snow storage area.

- (12) Parking: 3 spaces per unit. One of these spaces may be located behind a garage door only if the use of each space is formally allocated to a specified unit (legally controlled).

b) Duplex Lot

- (1) Use by Right: aa. Duplex or single family dwelling unit.
bb. Day Care Home.
- (2) Uses, Special Review: aa. Day Care Center.
bb. Home occupation for office use or studio for the arts and crafts.

(3) Fractional Fee Estates and Bed and Breakfast Home Occupation are specifically prohibited.

(4) Density: 2 dwelling units/lot.

(5) Floor Area Ratio: .35 Floor Area Ratio defined to include all space between exterior walls excluding true basements (uninhabitable space) and garages.

(6) Lot Coverage: .25 Defined as building footprint including cantilevered space and garages (excluding decks).

(7) Total Impervious Materials: .50 Impervious materials defined to include any driving and parking surface.

(8) Maximum Building Height: 35 feet.

(9) Front Setback: 20' from property line.



- (10) Side and Rear Setback: 12.5 feet or 1/2 the height of any building, whichever is greater.
- (11) Snow Removal: 20% of outside parking and driveway area. Snow removal space must have a minimum dimension of 6 feet on all sides, be not more than 12 feet deep and be adjacent to parking or driveway area. No trees and shrubs will be allowed in snow storage area.
- (12) Parking: 3 spaces per unit. One of these spaces may be located behind a garage door only if the use of each space is formally allocated to a specified unit (legally controlled).


c) 4-Plex Lot

- (1) Uses by Right:
 - aa. Fourplex, triplex, duplex or single family dwelling unit.
 - bb. Day Care Home.
- (2) Uses, Special Review:
 - aa. Day Care Center;
 - bb. Home occupation for office use or studio for the arts and crafts.
- (3) Density: 4 dwelling units per lot.
- (4) Floor Area Ratio: .50 Floor Area Ratio defined same as for duplex.
- (5) Lot Coverage: .25 Lot Coverage defined same as for duplex.
- (6) Total Impervious Materials: .60 Impervious materials defined to include any driving and parking surface.
- (7) Maximum Building Height: 35 feet
- (8) Front Setback: 25 feet from property line.

- (9) Side and Rear 12-1/2 feet or 1/2 the Setbacks: height of any building, whichever is greater.
- (10) Snow Removal: Same as for Duplex.
- (11) Parking: Same as for Duplex.
- (12) Fractional Fee Estates and Bed and Breakfast Home Occupations are prohibited.

d) Multi-Family

- (1) Uses by Right:
 - aa. Multiple dwelling units.
 - bb. Day Care Home.
- (2) Lot Coverage: .30 Lot Coverage defined same as for duplex.
- (3) Total Impervious Materials: .60 Impervious materials defined to include any driving and parking surface.
- (4) Floor Area Ratio: .50 Floor Area Ratio defined same as for duplex.
- (5) Maximum Building Height: 35 feet.
- (6) Front Setbacks:
 - Local Street: 35 feet from front property line.
 - Collector/Arterial Street: 50 feet from front property line.
- (7) Side and Rear Setbacks: 12-1/2 feet or 1/2 the height of any building, whichever is greater.
- (8) Parking: 2.5 spaces per unit.
- (9) Snow Removal: Same as for Duplex.
- (10) Bed and Breakfast Home Occupation and Fractional Fee Estates are prohibited.


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e) Commercial

Purpose: To provide for the limited range of commercial uses needed to meet the daily or convenient shopping needs of neighborhood residents in the immediate area.

(1) Uses by Right:

a) Retail establishments including sales of:

- 1) Appliances;
- 2) Automotive and vehicular parts;
- 3) Bakery, when incidental to another use;
- 4) Beverages;
- 5) Clothing;
- 6) Dry goods;
- 7) Food;
- 8) Furniture;
- 9) Garden supply and plant materials, provided all activity is conducted within a building;
- 10) Hardware;

b) Personal service establishment including:

- 1) Art gallery;
- 2) Bank;
- 3) Barber or beauty shop;
- 4) Greenbelt;
- 5) Indoor recreation;
- 6) Indoor theater;
- 7) Laundromat;
- 8) Laundry or dry-cleaning pick-up station;
- 9) Library;
- 10) Mortuary;
- 11) Museum;
- 12) Park;
- 13) Photography studio;
- 14) Private club;
- 15) Public building for administration;
- 16) Reading room;
- 17) Restaurant;
- 18) Shoe repair;
- 19) Tailor shop;

c) Office, (provided all activity is conducted within a building) for



conduct of:

- 1) a business or profession;
 - 2) studio or conduct of arts and crafts;
- d) Residential, as defined in this Appendix B, (5) Uses, Special Review, above, and as regulated therein.
- (2) A special review hearing is required for the following uses:
- a) Service and retail uses:
 - (1) Any use listed under Uses By Right above which is to be a drive-in establishment where the customer receives goods or services while occupying a vehicle;
 - (2) Auditorium;
 - (3) Auto washing facility;
 - (4) Automobile repair garage;
 - (5) Boarding house;
 - (6) Church;
 - (7) Clinic;
 - (8) Community building;
 - (9) Convalescent home;
 - (10) Educational Facility;
 - (11) Fraternal lodge;
 - (12) General service establishment including:
 - a) service and repair of appliances;
 - b) service and repair of automobiles;
 - c) vehicular rental;
 - (13) Hotel;
 - (14) Motel;
 - (15) Nursing home;
 - (16) Parking lot or garage as principal use of the lot;
 - (17) Rooming house;
 - (18) Utility substation;
 - b. Minimum Lot Area:

7,500 square feet and as further restricted under the Supplementary Regulations.
 - c. Maximum Lot Coverage:

40 percent by buildings, or a total of 70 percent including coverage by all other impervious materials.

- d. Maximum Floor Area Ratio:
0.50:1.0 and as further restricted under the Supplementary Regulations.
- e. Minimum Setbacks:
 - (1) Front Yard: Arterial/Collector Street - 50 feet from front property line;
Local Street - 25 feet from front property line;
 - (2) Rear Yard: 25 feet from rear property line;
 - (3) Side Yard: 10 feet or half the height of any building, whichever is greater;
- f. Maximum Height of Buildings: 35 feet

f) Church (orig. 11/28/89)

Purpose: To provide for the construction of a church and its accessory uses. (orig. 11/28/89)

- (1) Uses by Right:
 - a) Church - A building or group of buildings used for the gathering of persons for such purposes as worship, deliberation, education, instruction, entertainment or non commercial dining; (orig. 11/28/89)
 - b) Parsonage/Caretaker Unit - One structure containing two dwelling units. The Caretaker Unit (Secondary Unit) shall be no more than 25% of the gross floor area of the two dwelling units, must be integral with the architecture of the Parsonage (Primary Unit) and cannot be subsequently subdivided or transferred in ownership. The Parsonage/Caretaker Unit may be part of the church structure; (orig. 11/28/89)
 - c) Classrooms; (orig. 11/28/89)
 - d) Recreational Facilities; (orig. 11/28/89)
 - e) Day-Care Facilities; (orig. 10/17/90)
 - f) Bookstore - A structure or part of a structure used for the sale of



theological, religious, or Christian books, music, stationery or related gifts. The bookstore shall be no more than 15% of the gross floor area of the church. (orig. 10/17/90)

- (2) Uses, Special Review - None.
- (3) Lot Coverage .25 Defined as building footprint including cantilevered space and garage (excluding decks). (amend. 10/17/90)
- (4) Total Impervious .50 Impervious materials defined to include any driving and parking surface. (amend. 10/17/90)
- (5) Floor Area Ratio .35 Floor Area Ratio defined to include all space between exterior walls excluding true basements (uninhabitable space) and garages. (amend. 10/17/90)
- (6) Maximum Building Exception: Stacks, vents, cooling towers, elevator structures and similar mechanical building appurtenances and spires, domes, cupolas, towers and similar noninhabitable building appurtenances may exceed by not more than 30 percent of the building height limitations of the applicable Zone District. (orig. 10/17/90)
- (7) Front Setbacks Arterial/Collector Street: 50 feet from front property line.
Local Street: 25 feet from front property line. (orig. 11/28/89)
- (8) Side and Rear Setbacks 12.5 feet or .5 height of building, whichever is greater. (orig. 11/28/89)
- (9) Parking

- a) Auditorium, Public Assembly, Classrooms - 1 space per 100 square feet of floor area used for seating or assembly. (orig. 11/28/89)
 - b) Bookstore, Retail - 1 space per 300 square feet of floor area (except storage area). (orig. 11/28/89)
 - c) Parsonage - 3 spaces. (orig. 11/28/89)
 - d) Caretaker - 2 spaces. (orig. 11/28/89)
 - e) All parking and driveway surfaces to be paved. (orig. 11/28/89)
 - f) Site specific engineer designed drainage plans shall be submitted prior to the issuance of any building permits. (orig. 11/28/89)
This plan shall preserve the character of the Eagle River by way of runoff controls such as on-site detention (refer to the Upper Eagle Valley non-point source control plan). (amend. 10/17/90)
- (10) **Landscape Requirements - All outside parking facing or abutting a lot or street in a residential use or zone shall have sight-obscuring landscape buffer or fence. The landscape buffer or fence shall be of such material and design as will not detract from adjacent residences and shall be built according to plans submitted by the owner to and approved by the County Zoning Administrator. A landscape plan shall be prepared by a landscape architect, architect, or other qualified landscape designer. (orig. 11/28/89)**
- (11) **Snow Removal - An area or areas totaling not less than 20% of all parking and driveway surfaces shall be provided on the site for snow storage. Designated snow storage areas to be included on landscape plan. (orig. 11/28/89)**
- (12) **Signage - One sign, not to exceed 30 square feet, shall be located so that it is readily visible from the street abutting the front setback. If the sign is freestanding, the height above grade shall not exceed 7 feet. One additional sign shall be provided for the identification of a bookstore, not to exceed 10 square feet and shall be readily visible from the street abutting the front setback. If the sign is free standing, the height above finished grade shall not exceed 5 feet. The design and materials of the sign shall be in character with and not detract from adjacent properties. (amend. 10/17/90)**
- g) Detached Townhome Lot (orig. 9/16/92)

Purpose: To provide for clustered single-family housing within a townhome style

organization. Townhome lots will represent the footprint of the individual structures and accessory uses directly associated with the structure, such as parking spaces. Ownership and maintenance of common area will be the responsibility of the homeowners association. Setbacks, floor area ratio, lot coverage, and total impervious material will be calculated on the total of all structures as if for a single structure on the original lot. (orig. 9/16/92)

- | | | |
|---------------------------|-----|--|
| (1) Uses by Right: | a) | Detached Townhome, density not to exceed the original 4-plex designation. (orig. 9/16/92) |
| | b) | Fourplex, triplex, duplex or single family dwelling unit. (orig. 9/16/92) |
| | c) | Day Care Home. (orig. 9/16/92) |
| (2) Uses, Special Review: | a) | Day Care Center; (orig. 9/16/92) |
| | b) | Home occupation for office use or studio for the arts and crafts. (orig. 9/16/92) |
| (3) Maximum Density: | | 4 dwelling units per original lot. Adjacent lots may be combined. (orig. 9/16/92) |
| (4) Floor Area Ratio: | .50 | Floor Area Ratio defined to include all space between exterior walls excluding true basements (uninhabitable space) and garages. (orig. 9/16/92) |
| (5) Lot Coverage: | .25 | Defined as building footprint including cantilevered space and garages (excluding decks). (orig. 9/16/92) |
| (6) Total Impervious | .60 | Impervious materials
Materials: defined to include any roof area and non-porous walking, driving or parking surface. (orig. 9/16/92) |

- (7) Maximum Building Height: 35 feet (orig. 9/16/92)
- (8) Front Setback: 25 feet from property line of the original lot. (orig. 9/16/92)
- (9) Side and Rear Setbacks: 12-1/2 feet or 1/2 the height of any building, whichever is greater, from property line of the original lot. (orig. 9/16/92)
- (10) Snow Removal: 20% of outside parking and driveway area. Snow removal space must have a minimum dimension of 6 feet on all sides, be not more than 12 feet deep and be adjacent to parking or driveway area. No trees and shrubs will be allowed in snow storage area. (orig. 9/16/92)
- (11) Parking: 3 spaces per unit. One of these spaces may be located behind a garage door only if the use of each space is formally allocated to a specified unit (legally controlled). (orig. 9/16/92)
- (12) Fractional Fee Estates and Bed and Breakfast Home Occupations are prohibited. (orig. 9/16/92)

7. Minimum Use Standards: All commercial development shall comply with the following requirements:

- (a) All fabrication, service and repair operations shall be conducted within a building;
- (b) All storage of materials shall be within a building;
- (c) Loading and unloading of vehicles shall be conducted on private property and not on any street or alley;
- (d) No dust, noise, odor, glare or vibration shall be projected beyond the lot;
- (e) All outside parking abutting or facing a lot in a residential zone shall be enclosed by a sight-obscuring landscape buffer or fence. The landscape buffer or fence shall obstruct the parking from view on the sides of the property abutting or facing the lot. The landscape buffer or fence shall be

of such material and design so as not to detract from adjacent residences and shall be built according to plans submitted by the owner to and approved by the County Zoning Administrator;

- (f) A landscape plan shall be prepared by a landscape architect or other qualified landscape designer.

8) Signs

A) Purpose:

- 1) To create a unified comprehensive sign program for community identification and location and identification of public facilities;
- 2) To create a style and mood for the community and to orient visitors and residents.

B) Applicability:

The provisions of this section shall apply to all public signage. All private and commercial uses shall conform to Division 4-3, Sign Regulations.

C) Administrative Review:

Application for a sign permit shall be made to the Eagle-Vail Architectural Control Committee and following approval, to the County Sign Administrator and shall include the following: 2 copies of a scaled drawing which depicts the sign. Drawing should show sign height, size, materials, construction and location in relation to buildings, setbacks, property lines and landscape features.

D) Sign Allowance:

1. Major Entrance Signs:

East Entrance (Eagle Road/Highway 6) - 2 P.U.D. Identification signs not to exceed 42 square feet each and 8 feet in height;

West Entrance (West edge of the subdivision) - 1 P.U.D. Identification sign not to exceed 50 square feet and 8 feet in height;

This signage is to identify the subdivision (i.e. logo), and describe public facilities. It shall be coordinated with entrance walls, landscaping and integral lighting to create the desired subdivision style.

2. Minor Entrance Signs:

Three Minor Entrances - Not to exceed 32 square feet per intersection and 8 feet in height;

This signage is to identify the subdivision (i.e. logo), and give directional information. It shall be located on stone pilasters and shall be coordinated with landscaping and lighting to create the desired subdivision style.

3. Major Directional Signs:

Appropriate intersection signage identifying Eagle-Vail and giving directions to public facilities and Eagle-Vail roads. They shall not exceed 16 square feet, 6 feet in height and 3 in number.

4. Minor Directional Signs:

Not to exceed 4 square feet, 4 feet in height and 5 in number. This signage shall match the style of the major directional signs and the public facility signs to create a unified look.

5. Public Facility Signs:

These signs are to be on the facility property to identify the facility and shall not exceed 16 square feet, 6 feet in height and 3 in number. They shall match the style of the directional signage and be coordinated with buildings, landscaping and lighting to create a unified look.

6. Street Signs:

These signs are to be at each intersection and shall be two street flags per post or light standard. They are to be metal reflective signs on wood backing matching the style of the regulatory signage.

7. Regulatory Signs:

These shall be located by the Eagle County Road and Bridge Department per regulatory standards. They shall be standard metal reflective signs on wood backing.

8. Location Limitations:

As these signs are located on public lands, they shall be coordinated with drainage swales, underground utilities, surface utilities and landscaping so as not to interfere with water directional drainage, road operations and

sight lines (generally 1 to 10 feet from the edge of the road right-of-way). Locations shall be verified in the planning stages with the Eagle County Road and Bridge Department.



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PUD AMENDMENT

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Commissioner Sallaghen moved adoption of the following Resolution:

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EAGLE, STATE OF COLORADO

RESOLUTION NO. 2000-169

IN THE MATTER OF AMENDING
APPENDIX B of CHAPTER II (Eagle-Vail PUD Guide) of the
EAGLE COUNTY LAND USE REGULATIONS

FILE NO. LUR-0032

WHEREAS, the Board of County Commissioners of Eagle, State of Colorado (hereinafter the "Board"), is authorized, pursuant to State enabling legislation including, but not limited to, C.R.S. 30-28-101, et seq., to plan for and regulate the use and development of land in the unincorporated territory of the County of Eagle, State of Colorado, for the purpose of promoting the health, safety, convenience, order, prosperity, and welfare of the present and future inhabitants of the County of Eagle; and

WHEREAS, the Board has adopted such zoning and subdivision regulations, which land use regulations have been incorporated into one comprehensive document entitled "Eagle County Land Use Regulations" (hereinafter the "L.U.R."), pursuant to Resolution No.98-147; and

WHEREAS, C.R.S. 30-28-116, and Chapter 1, Section 1.10 and Chapter 2, Section 5-230 of the L.U.R., respectively, provide that, from time to time, the Board may amend the number, shape, boundaries, or area of any district, or any regulation of or within such district, or any other provisions of the County's Zoning Resolution; and

WHEREAS, C.R.S. 30-28-133, and Chapter 1, Section 1.10 and Chapter 2, Section and 5-230 of the L.U.R., provide for the adoption and amendment of subdivision regulations by the Board; and

WHEREAS, on August 11, 2000, the Eagle County Department of Community Development, initiated proposed amendments to Appendix B of Chapter II of the Eagle County Land Use Regulations, in order to provide for a demonstrated community need, such proposed amendments were referred to the Eagle County Planning Commission for their review and comment; and



WHEREAS, the Eagle County Planning Commission reviewed the proposed amendments on October 4th, 2000, and certified their comments and recommendations with respect thereto to the Board; and

WHEREAS, after public notice was given pursuant to law, the Board held a public hearing to consider comments on such proposed amendments on October 16th, 2000 in the Board of County Commissioners' meeting room, in the Eagle County Building, Eagle, Colorado; and

WHEREAS, having reviewed all of the evidence, testimony, statements and exhibits submitted at the public hearing, as well as the comments and recommendations of the Eagle County Planning Commission, and the Eagle County Department of Community Development, together with the various studies and land use plans of the County including the Eagle County Master Plan, the Board hereby determines that the proposed amendments to Appendix B of Chapter II of the Eagle County Land Use Regulations are necessary and proper for the protection of the public health, safety, welfare and best interest of the County of Eagle, State of Colorado, finding as follows:

1. Pursuant to Chapter 1, Section 1.15.04 Referrals of the *Eagle County Land Use Regulations*:
 - (a) The proposed amendments **HAVE** been referred to the appropriate referral agencies for an advisory opinion.
 - (b). The proposed amendments **HAVE** been referred to the City Clerk of all incorporated municipalities for recommendation by the city or town planning commission or city council or town board, or agents designed by them.
 - (c) The proposed amendments **HAVE** been referred to the Division of Planning of the Department of Local Affairs for advice and recommendation.
 - (d) The proposed amendments **ARE NOT** significant amendments to provisions of these Land Use Regulations relating to subdivision matters and therefore **HAVE NOT** been referred to the Land Use Commission for comment

2. Pursuant to Chapter 1, Section 1.15.05 Public Hearing of the *Eagle County Land Use Regulations*: Public notice

HAS been given pursuant to Section 1.15.05.(1), Section 1.15.05.(2) and Section 1.15.05.(2) of this Chapter.

3. Pursuant to Chapter 2, Section 5-230.B.2. Text Amendment of the *Eagle County Land Use Regulations*:

- (a) Precise wording of the proposed changes **HAVE** been provided.
- (b) The proposed amendment **SOLELY AMENDS THE TEXT** of the *Eagle County Land Use Regulations* **DOES NOT** amend the Official Zone District Map or any other map incorporated into the *Regulations* by reference.

4. Pursuant to Chapter 2, Section 5-230.D. Standards of the *Eagle County Land Use Regulations* as applicable:

- (a) The proposed amendments **ARE** consistent with the purposes, goals, policies, and Future Land Use Map of the *Eagle County Master Plan*.
- (b) The proposed amendments **DO** address a demonstrated community need.
- (c) The proposed amendments **ARE** in the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF EAGLE, STATE OF COLORADO:

THAT, Appendix B of Chapter II of the *Eagle County Land Use Regulations*, are hereby amended, effective _____ to read as set forth in Exhibit A attached hereto and incorporated herein by this reference.

THAT, these amendments of Appendix B of Chapter II of the *Eagle County Land Use Regulations* shall not constitute nor be construed as a waiver of any violations existing at the time of adoption of this Resolution.

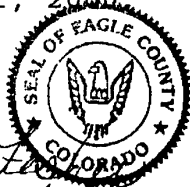
THAT, the Director of Community Development is hereby directed to transmit a true and correct copy of the *Eagle County Subdivision Regulations*, as amended, to the Colorado Land Use Commission.



THAT, should any section, clause, provision, sentence or word of this Resolution, including the attached Exhibit, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any parts thereof, other than the part so declared to be invalid. For this purpose, this Resolution is declared to be severable.

THAT, this Resolution is necessary for the public health, safety, and welfare of the County of Eagle, State of Colorado.

MOVED, READ AND ADOPTED by the Board of County Commissioners of the County of Eagle, State of Colorado, at its regular meeting held the 16th day of November, nunc pro tunc to the 16th day of October, 2000.



ATTEST

Sara J. Fisher
BY: Allen Koach, Deputy
Sara J. Fisher
Clerk of the Board of
County Commissioners

COUNTY OF EAGLE, STATE OF COLORADO
By and Through Its BOARD OF COUNTY
COMMISSIONERS

BY: Tom Stone

Tom C. Stone, Chairman
Commissioner

BY: Michael L. Gallagher

Michael L. Gallagher
Commissioner

BY: Johnnette Phillips

Johnnette Phillips,
Commissioner

Commissioner Phillips seconded adoption of the foregoing resolution. The roll having been called, the vote was as follows:

Commissioner Tom C. Stone
Commissioner Michael L. Gallagher
Commissioner Johnnette Phillips

Yes
Yes
Yes

This Resolution passed by 20 unanimous vote of the Board of
County Commissioners of the County of Eagle, State of Colorado.

EXHIBIT A

To Resolution 00-_____ of the
Board of Eagle County Commissioners

AMENDMENTS to
Appendix B of Chapter II
of the
Eagle County Land Use Regulations

Appendix B

Eagle-Vail PUD Guide

Appendix B: EAGLE-VAIL PUD GUIDELINES

1. Purpose

To provide for the Eagle-Vail Subdivision, Filings 1 and 2, Eagle County, Colorado and Whiskey Hill, Eagle County, Colorado, the necessary control document pursuant to Section 24-67-101 et seq., C.R.S. and Section 2.06.13 of the existing Land Use Regulations which was not previously adopted by the Board of County Commissioners, the Eagle-Vail Subdivision having been developed prior to the adoption of these Land Use Regulations.

2. General

- a. The zoning and land use restrictions set forth in this Section 2.06.15 shall apply to all real property located and included within the Eagle-Vail Subdivision, Filings Nos. 1 and 2, as set forth on the final plats thereof recorded in Book 225 at Page 302 and Book 232 at Page 782, respectively, of the Eagle County real property records, Amended Final Plat of Lot 2, 3,22, Block 2, Filing 2 recorded in Book 233 at Page 612 and Whiskey Hill as set forth on the final plat thereof recorded in Book 256 at Page 733 and the Oleson Final Plat recorded at Reception No. _____ said Subdivisions being hereinafter referred to throughout these regulations as "Eagle-Vail".
- b. The remaining provisions of these Land Use Regulations shall apply to development within Eagle-Vail to the extent applicable and not inconsistent with the specific provisions of this Appendix B. In the event of a conflict, inconsistency or incongruity between the provisions of this Appendix B and the provisions of any other section contained in these Land Use Regulations, the provisions of this Appendix B shall in all respects govern and control the development of Eagle-Vail.
- c. The procedure for modifying or amending this Appendix B as applied to specific instances shall be governed by Section 5-240, Planned Unit Development (PUD) District of these Land Use Regulations.
- d. Special Review: The Eagle-Vail special review shall follow all the requirements for a special use permit, as shown at Section 5-250, Special Uses of the Eagle County Land Use Regulations.

3. Definitions - As used in this Appendix B, the following words and terms shall have the following meanings:

- a. "Bed and Breakfast - Home Occupation" shall mean a lawful use



incidental to the use of the dwelling for dwelling purposes and wherein no more than 4 persons at any one time are provided lodging and/or meals for compensation.

- b. "Commercial Lot" shall mean and refer to a parcel which may be used for multiple family residential purposes, condominiums, apartments, retail shops, service shops (including automobile service stations), restaurants, motels, hotels, lodges, medical clinics and professional offices.
- c. "Day Care Center" shall mean and refer to a facility used for the whole or part of a day for the care of seven (7) or more children, not related to the owner, operator or manager thereof; whether such facility is operated with or without compensation for such care; and providing that one loading space be provided in addition to the standard parking requirements.
- d. "Duplex Lot" shall mean and refer to a lot which may be used solely for residential purposes and upon which not more than one building containing not more than two Dwelling Units and not more than two garages may be constructed.
- e. "Dwelling Unit" shall mean and refer to one or more rooms in a building designed to be used and occupied by one family living independently of any other family, having not more than one indoor kitchen facility, to be used solely for residential occupancy.
- f. "Fourplex Lot" shall mean and refer to a lot which may be used solely for residential purposes and upon which not more than one building containing not more than four Dwelling Units, and not more than four garages, may be constructed.
- g. "Home Occupation" means any lawful use conducted entirely within a dwelling which is incidental and secondary to the use of the dwelling for dwelling purposes and which does not change the residential character thereof. Home occupations may include, but not be limited to, professional offices.
- h. "Kitchen Facility" means fixtures and equipment for food storage and preparation of meals, which may include any or all of the following, but not be limited to a sink, stove, microwave oven, dishwasher and refrigerator and food storage facilities.
- i. "Multi-Family Lot" shall mean and refer to 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 not exceed the number of Dwelling Units allowed for such lot as designated on the recorded final plat relative thereto and as further designated in this Appendix B(4).

- j. "Recreation Lot" shall mean and refer to a parcel which may be used solely for recreational purposes such as golf, swimming, picnicking, volleyball, open space and the like, and which may have constructed thereon buildings associated with such uses.
- k. "Single Family Lot" shall mean and refer to a parcel which may be used solely for residential purposes and upon which not more than one building containing two residential dwelling units may be constructed. One of the units may not be larger than 800 square feet and may not be further subdivided from the primary unit.
- l. "Telephone Switching Station" shall mean and refer to a lot which may be used for housing telephone switching / related equipment inside a building, and associated employee parking, and excludes external antenna and antenna support structures.

4. Use Regulations

a. Land Uses

The lots within the Eagle-Vail Subdivision, Filing Nos. 1 and 2, and Whiskey Hill and the Amended Final Plat of Lots 2,3,22, Block 2, Filing 2 as designated and described on the recorded final plats thereof fall within the following land use categories:

Definition

Lot Description

1) Duplex Lot

A) Eagle-Vail Subdivision, Filing No. 1:

- Block 1, Lots 10-72, inclusive;
- Block 2, Lots 1-7, inclusive;
- Block 3, Lots 1-15, inclusive;
- Block 3, Lots 28-72, inclusive;
- Block 3, Lots 74-101, inclusive;
- Block 3, Lots 110-126, inclusive;
- Block 6, Lots 1-11, inclusive;
- Block 6, Lots 14-20, inclusive;
- Block 6, Lot 28;
- Block 7, Lots 1-6, inclusive;
- Block 8, Lots 1-6, inclusive;

Tract F.

B) Eagle-Vail Subdivision, Filing No. 2:

Block 1, Lots 1-19, inclusive;
Block 1, Lots 25-51, inclusive;
Block 1, Lots 53-79, inclusive;
Block 1, Lots 7-21, inclusive;
Block 3, Lots 13-42, inclusive;
Block 4, Lots 1-15, inclusive;
Block 4, Lots 16-38, inclusive;
Block 4, Lots 42-97, inclusive.

C) Whiskey Hill Subdivision

Lots 1-34, inclusive.

2) Fourplex Lot

A) Eagle-Vail Subdivision, Filing No. 1:

Block 1, Lots 3-9, inclusive;
Block 3, Lots 16-27, inclusive;
Block 3, Lots 102-104, inclusive;
Block 4, Lots 1-8, inclusive;
Block 5, Lots 1-14, inclusive.

B) Eagle-Vail Subdivision, Filing No. 2:

Block 1, Lots 20-23, inclusive;
Block 1, Lot 52;
Block 2, Lots 4-6, inclusive;
Block 3, Lots 1-9, inclusive, Lot 12;
Block 4, Lots 40 and 41.

C) Amended Final Plat of Lot 2, 3,22, Block 2, Filing 2

Block 2, Lot 3

3) Multi-Family Lot

A) Eagle-Vail Subdivision, Filing No. 1:

Block 3, Lots 73 and 105;
Block 3, Lots 106 and 109;
Lots 2, and 3 (formerly Block 3, Lots 107 and 108);
Block 6;
Tracts G, J and K.

- B) Eagle-Vail Subdivision, Filing No. 2:
 - Block 1, Lot 80;
 - Block 2, Lots 1;
 - Block 2, Lot 22.

- C) Whiskey Hill Subdivision
 - Lot 35.

- D) Amended Final Plat of Lots 2, 3, 22, Block 2, Filing 2
 - Block 2, Lot "Exception"
 - Block 2, Lot 22

- 4) Commercial Lot
 - A) Eagle-Vail Subdivision, Filing No. 1:
 - Block 1, Lots 1 and 2;
 - Block 9, Lots 1-4, inclusive.

 - B) Eagle-Vail Subdivision, Filing No.2:
 - Block 4, Lot 39.

- 5) Recreation Lot
 - A) Eagle-Vail Subdivision, Filing No. 1:
 - Tracts A, B, C, D, E and I.

 - B) Eagle-Vail Subdivision, Filing No. 2:
 - Tracts A, B, C, D, E, F, G and H.

- 6) Commercial Limited Lot
 - A) Eagle-Vail Subdivision, Filing No. 1,
 - Lot 1, Mountain Terrace:


- 7) Church Lot
 - A) Eagle-Vail Subdivision, Filing No. 2,
 - Block 2, Lot 1A. (orig. 11/28/89)

- 8) Detached Townhome Lot
 - A) Eagle-Vail Subdivision, Filing No. 2,
 - Block 3, Lots 10-11. (orig. 9/16/92)

- | | |
|---|---|
| 9) Single Family Lot | A) Oleson Subdivision
Lots 1-3 |
| 10.) Telephone Switching
Station Lot | A) Amended Final Plat of Lots 2, 3, 22, Block 2, Filing 2
Block 2, Lot 2 |

5. Uses, Special Review:

A lot which can be used solely for multiple family residential purposes, condominiums, apartments, retail shops, service shops (excluding automobile service stations), restaurants, motels, hotels, lodges, professional offices and medical clinics, and upon which the number of dwelling, condominium, apartment, motel, hotel or lodge units to be constructed and the number of buildings to be so constructed upon said lot shall be as approved by the Board; provided that said lot shall not exceed 60,000 square feet of enclosed floor space (exclusive of underground parking garages) per acre of land.


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MULTI-FAMILY UNIT INVENTORY (As of 1979)

EAGLE-VAIL SUBDIVISION, FILING # 1

<u>MULTI-FAMILY LOT</u>	<u>UNITS</u>	<u>LOCATION</u>
Clubhouse Condominiums	14	Block 3, Lot 109
Mountain Terrace	30	Lots 1, 2 and 3 (formerly Block 3, Lots 107 and 108)
Stone Creek Meadows	232	Block 6, Tracts G, J, & K
Cornerstone	33	Block 6, Lot 35
Swim Club	8	Block 3, Lot 106
19th Fairway	26	Block 3, Lot 105
Par 6	56	Block 3, Lot 73
	399	Total

EAGLE-VAIL SUBDIVISION, FILING # 2

<u>MULTI-FAMILY LOT</u>	<u>UNITS</u>	<u>LOCATION</u>
Eagle River Condos	6	Block 2, Lot 22
Sunriver	65	Block 2, Lot 1A
Mountain Stream	54	Block 2, Lot 1A
Left Bank at Eagle-Vail	54	Block 2, Lot 1
River View Apartments	73	Block 1, Lot 1
The Woods	21	Block 1, Lot 80
	273	Total

744830 11/22/2000 04:05P 370 Sara Fisher
12 of 26 R 0.00 D 0.00 N 0.00 Eagle CO

6. Use Restrictions and Guidelines

a) Single Family Lot (orig. 10/02/00)

- | | | | |
|------|---|-----|--|
| (1) | Use by Right: | aa. | Single family dwelling unit or single family with secondary unit not to exceed 800 square feet. |
| (2) | Uses, Special Review: | aa. | Day Care Center |
| | | bb. | Home occupation for office use or studio for the arts and crafts. |
| (3) | Fractional Fee Estates and Bed and Breakfast Home Occupation are specifically prohibited. | | |
| (4) | Density: | | 2 dwelling units/lot |
| (5) | Floor Area Ratio: | .35 | Floor Area Ratio defined to include all space between exterior walls excluding true basements (uninhabitable space) and garages. |
| (6) | Lot Coverage: | .25 | Defined as building footprint including cantilevered space and garages (excluding decks). |
| (7) | Total Impervious Materials: | .50 | Impervious materials defined to include any driving and parking surface. |
| (8) | Maximum Building Height: | | 35 feet. |
| (9) | Front Setback: | | 20 feet from property line. |
| (10) | Side and Rear Setback: | | 12.5 feet or 1/2 the height of any building, whichever is greater. |
| (11) | Snow Removal: | | 20% of outside parking and driveway area. Snow removal space must have a minimum dimension of 6 feet on |

all sides, be not more than 12 feet deep and be adjacent to parking or driveway area. No trees and shrubs will be allowed in snow storage area.

- (12) Parking: 3 spaces per unit. One of these spaces may be located behind a garage door only if the use of each space is formally allocated to a specified unit (legally controlled).

b) Duplex Lot

- (1) Use by Right:
 - aa. Duplex or single family dwelling unit.
 - bb. Day Care Home.
- (2) Uses, Special Review:
 - aa. Day Care Center.
 - bb. Home occupation for office use or studio for the arts and crafts.
- (3) Fractional Fee Estates and Bed and Breakfast Home Occupation are specifically prohibited.
- (4) Density: 2 dwelling units/lot.
- (5) Floor Area Ratio: .35 Floor Area Ratio defined to include all space between exterior walls excluding true basements (uninhabitable space) and garages.
- (6) Lot Coverage: .25 Defined as building footprint including cantilevered space and garages (excluding decks).
- (7) Total Impervious Materials: .50 Impervious materials defined to include any driving and parking surface.
- (8) Maximum Building Height: 35 feet.
- (9) Front Setback: 20' from property line.



- (10) Side and Rear Setback: 12.5 feet or 1/2 the height of any building, whichever is greater.
- (11) Snow Removal: 20% of outside parking and driveway area. Snow removal space must have a minimum dimension of 6 feet on all sides, be not more than 12 feet deep and be adjacent to parking or driveway area. No trees and shrubs will be allowed in snow storage area.
- (12) Parking: 3 spaces per unit. One of these spaces may be located behind a garage door only if the use of each space is formally allocated to a specified unit (legally controlled).

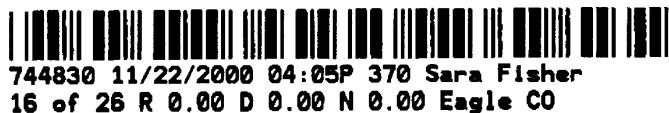
c) 4-Plex Lot

- (1) Uses by Right:
 - aa. Fourplex, triplex, duplex or single family dwelling unit.
 - bb. Day Care Home.
- (2) Uses, Special Review:
 - aa. Day Care Center;
 - bb. Home occupation for office use or studio for the arts and crafts.
- (3) Density: 4 dwelling units per lot.
- (4) Floor Area Ratio: .50 Floor Area Ratio defined same as for duplex.
- (5) Lot Coverage: .25 Lot Coverage defined same as for duplex.
- (6) Total Impervious Materials: .60 Impervious materials defined to include any driving and parking surface.
- (7) Maximum Building Height: 35 feet
- (8) Front Setback: 25 feet from property line.

- (9) Side and Rear 12-1/2 feet or 1/2 the Setbacks:
height of any building, whichever is
greater.
- (10) Snow Removal: Same as for Duplex.
- (11) Parking: Same as for Duplex.
- (12) Fractional Fee Estates and Bed and Breakfast Home Occupations are
prohibited.

d) Multi-Family

- (1) Uses by Right:
 - aa. Multiple dwelling units.
 - bb. Day Care Home.
- (2) Lot Coverage: .30 Lot Coverage defined same
as for duplex.
- (3) Total Impervious
Materials: .60 Impervious materials
defined to include any
driving and parking surface.
- (4) Floor Area Ratio: .50 Floor Area Ratio defined
same as for duplex.
- (5) Maximum Building Height: 35 feet.
- (6) Front Setbacks: Local Street: 35 feet from front
property line.
Collector/Arterial Street: 50 feet
from front property line.
- (7) Side and Rear Setbacks: 12-1/2 feet or 1/2 the height of any
building, whichever is greater.
- (8) Parking: 2.5 spaces per unit.
- (9) Snow Removal: Same as for Duplex.
- (10) Bed and Breakfast Home Occupation and Fractional Fee Estates are
prohibited.



e) Commercial

Purpose: To provide for the limited range of commercial uses needed to meet the daily or convenient shopping needs of neighborhood residents in the immediate area.

(1) Uses by Right:

a) Retail establishments including sales of:

- 1) Appliances;
- 2) Automotive and vehicular parts;
- 3) Bakery, when incidental to another use;
- 4) Beverages;
- 5) Clothing;
- 6) Dry goods;
- 7) Food;
- 8) Furniture;
- 9) Garden supply and plant materials, provided all activity is conducted within a building;
- 10) Hardware;

b) Personal service establishment including:

- 1) Art gallery;
- 2) Bank;
- 3) Barber or beauty shop;
- 4) Greenbelt;
- 5) Indoor recreation;
- 6) Indoor theater;
- 7) Laundromat;
- 8) Laundry or dry-cleaning pick-up station;
- 9) Library;
- 10) Mortuary;
- 11) Museum;
- 12) Park;
- 13) Photography studio;
- 14) Private club;
- 15) Public building for administration;
- 16) Reading room;
- 17) Restaurant;
- 18) Shoe repair;
- 19) Tailor shop;

c) Office, (provided all activity is conducted within a building) for

conduct of:

- 1) a business or profession;
 - 2) studio or conduct of arts and crafts;
- d) Residential, as defined in this Appendix B, (5) Uses, Special Review, above, and as regulated therein.

(2) A special review hearing is required for the following uses:

a) Service and retail uses:

- (1) Any use listed under Uses By Right above which is to be a drive-in establishment where the customer receives goods or services while occupying a vehicle;
- (2) Auditorium;
- (3) Auto washing facility;
- (4) Automobile repair garage;
- (5) Boarding house;
- (6) Church;
- (7) Clinic;
- (8) Community building;
- (9) Convalescent home;
- (10) Educational Facility;
- (11) Fraternal lodge;
- (12) General service establishment including:
 - a) service and repair of appliances;
 - b) service and repair of automobiles;
 - c) vehicular rental;
- (13) Hotel;
- (14) Motel;
- (15) Nursing home;
- (16) Parking lot or garage as principal use of the lot;
- (17) Rooming house;
- (18) Utility substation;

b. Minimum Lot Area:

7,500 square feet and as further restricted under the Supplementary Regulations.

c. Maximum Lot Coverage:

40 percent by buildings, or a total of 70 percent including coverage by all other impervious materials.



- d. Maximum Floor Area Ratio:
0.50:1.0 and as further restricted under the Supplementary Regulations.
- e. Minimum Setbacks:
 - (1) Front Yard: Arterial/Collector Street - 50 feet from front property line;
Local Street - 25 feet from front property line;
 - (2) Rear Yard: 25 feet from rear property line;
 - (3) Side Yard: 10 feet or half the height of any building, whichever is greater;
- f. Maximum Height of Buildings: 35 feet

f) Church (orig. 11/28/89)

Purpose: To provide for the construction of a church and its accessory uses.
(orig. 11/28/89)

- (1) Uses by Right:
 - a) Church - A building or group of buildings used for the gathering of persons for such purposes as worship, deliberation, education, instruction, entertainment or non commercial dining; (orig. 11/28/89)
 - b) Parsonage/Caretaker Unit - One structure containing two dwelling units. The Caretaker Unit (Secondary Unit) shall be no more than 25% of the gross floor area of the two dwelling units, must be integral with the architecture of the Parsonage (Primary Unit) and cannot be subsequently subdivided or transferred in ownership. The Parsonage/Caretaker Unit may be part of the church structure; (orig. 11/28/89)
 - c) Classrooms; (orig. 11/28/89)
 - d) Recreational Facilities; (orig. 11/28/89)
 - e) Day-Care Facilities; (orig. 10/17/90)
 - f) Bookstore - A structure or part of a structure used for the sale of

theological, religious, or Christian books, music, stationery or related gifts. The bookstore shall be no more than 15% of the gross floor area of the church. (orig. 10/17/90)

- (2) Uses, Special Review - None.
- (3) Lot Coverage .25 Defined as building footprint including cantilevered space and garage (excluding decks). (amend. 10/17/90)
- (4) Total Impervious .50 Impervious materials defined to include any driving and parking surface. (amend. 10/17/90)
- (5) Floor Area Ratio .35 Floor Area Ratio defined to include all space between exterior walls excluding true basements (uninhabitable space) and garages. (amend. 10/17/90)
- (6) Maximum Building Exception: Stacks, vents, cooling towers, elevator structures and similar mechanical building appurtenances and spires, domes, cupolas, towers and similar noninhabitable building appurtenances may exceed by not more than 30 percent of the building height limitations of the applicable Zone District. (orig. 10/17/90)
- (7) Front Setbacks Arterial/Collector Street: 50 feet from front property line.
Local Street: 25 feet from front property line. (orig. 11/28/89)
- (8) Side and Rear Setbacks 12.5 feet or .5 height of building, whichever is greater. (orig. 11/28/89)
- (9) Parking



744830 11/22/2000 04:05P 370 Sara Fisher
20 of 26 R 0.00 D 0.00 N 0.00 Eagle CO

- a) Auditorium, Public Assembly, Classrooms - 1 space per 100 square feet of floor area used for seating or assembly. (orig. 11/28/89)
 - b) Bookstore, Retail - 1 space per 300 square feet of floor area (except storage area). (orig. 11/28/89)
 - c) Parsonage - 3 spaces. (orig. 11/28/89)
 - d) Caretaker - 2 spaces. (orig. 11/28/89)
 - e) All parking and driveway surfaces to be paved. (orig. 11/28/89)
 - f) Site specific engineer designed drainage plans shall be submitted prior to the issuance of any building permits. (orig. 11/28/89)
This plan shall preserve the character of the Eagle River by way of runoff controls such as on-site detention (refer to the Upper Eagle Valley non-point source control plan). (amend. 10/17/90)
- (10) Landscape Requirements - All outside parking facing or abutting a lot or street in a residential use or zone shall have sight-obscuring landscape buffer or fence. The landscape buffer or fence shall be of such material and design as will not detract from adjacent residences and shall be built according to plans submitted by the owner to and approved by the County Zoning Administrator. A landscape plan shall be prepared by a landscape architect, architect, or other qualified landscape designer. (orig. 11/28/89)
- (11) Snow Removal - An area or areas totaling not less than 20% of all parking and driveway surfaces shall be provided on the site for snow storage. Designated snow storage areas to be included on landscape plan. (orig. 11/28/89)
- (12) Signage - One sign, not to exceed 30 square feet, shall be located so that it is readily visible from the street abutting the front setback. If the sign is freestanding, the height above grade shall not exceed 7 feet. One additional sign shall be provided for the identification of a bookstore, not to exceed 10 square feet and shall be readily visible from the street abutting the front setback. If the sign is free standing, the height above finished grade shall not exceed 5 feet. The design and materials of the sign shall be in character with and not detract from adjacent properties. (amend. 10/17/90)
- g) Detached Townhome Lot (orig. 9/16/92)

Purpose: To provide for clustered single-family housing within a townhome style

organization. Townhome lots will represent the footprint of the individual structures and accessory uses directly associated with the structure, such as parking spaces. Ownership and maintenance of common area will be the responsibility of the homeowners association. Setbacks, floor area ratio, lot coverage, and total impervious material will be calculated on the total of all structures as if for a single structure on the original lot. (orig. 9/16/92)

- (1) Uses by Right:
 - a) Detached Townhome, density not to exceed the original 4-plex designation. (orig. 9/16/92)
 - b) Fourplex, triplex, duplex or single family dwelling unit. (orig. 9/16/92)
 - c) Day Care Home. (orig. 9/16/92)

- (2) Uses, Special Review:
 - a) Day Care Center; (orig. 9/16/92)
 - b) Home occupation for office use or studio for the arts and crafts. (orig. 9/16/92)

- (3) Maximum Density: 4 dwelling units per original lot. Adjacent lots may be combined. (orig. 9/16/92)

- (4) Floor Area Ratio: .50 Floor Area Ratio defined to include all space between exterior walls excluding true basements (uninhabitable space) and garages. (orig. 9/16/92)


- (5) Lot Coverage: .25 Defined as building footprint including cantilevered space and garages (excluding decks). (orig. 9/16/92)

- (6) Total Impervious .60 Impervious materials Materials: defined to include any roof area and non-porous walking, driving or parking surface. (orig. 9/16/92)



744830 11/22/2000 04:05P 370 Sara Fisher
 22 of 26 R 0.00 D 0.00 N 0.00 Eagle CO

- (7) Maximum Building Height: 35 feet (orig. 9/16/92)
- (8) Front Setback: 25 feet from property line of the original lot. (orig. 9/16/92)
- (9) Side and Rear Setbacks: 12-1/2 feet or 1/2 the height of any building, whichever is greater, from property line of the original lot. (orig. 9/16/92)
- (10) Snow Removal: 20% of outside parking and driveway area. Snow removal space must have a minimum dimension of 6 feet on all sides, be not more than 12 feet deep and be adjacent to parking or driveway area. No trees and shrubs will be allowed in snow storage area. (orig. 9/16/92)
- (11) Parking: 3 spaces per unit. One of these spaces may be located behind a garage door only if the use of each space is formally allocated to a specified unit (legally controlled). (orig. 9/16/92)
- (12) Fractional Fee Estates and Bed and Breakfast Home Occupations are prohibited. (orig. 9/16/92)



744830 11/22/2000 04:05P 370 Sara Fisher
23 of 26 R 0.00 D 0.00 N 0.00 Eagle CO

h. Telephone Switching Station (orig. 10/16/00)

Purpose: To provide for the existence and necessary development of a telephone switching station. (orig. 10/16/00)

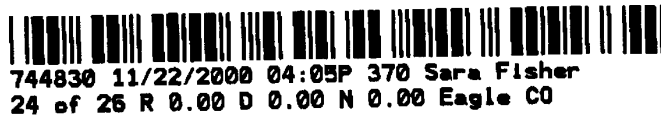
- (1) Uses by Right:
 - a. Telephone Switching Station
- (2) Uses, Special Review
 - a. Telecommunication Facilities as defined in the Eagle County Land Use Regulations.

- (3) Other Lot Restrictions: Same as for Commercial for Minimum Lot Area, Maximum Lot Coverage, Maximum Floor Area Ratio, Minimum Setbacks, Maximum Height of Buildings, and snow coverage. Parking shall be limited. Additional parking shall be determined by the Planning Commission pursuant to Section 4-120.A.4 *Number of Required Parking and Loading Spaces*.

7. Minimum Use Standards: All commercial development shall comply with the following requirements:

- (a) All fabrication, service and repair operations shall be conducted within a building;
- (b) All storage of materials shall be within a building;
- (c) Loading and unloading of vehicles shall be conducted on private property and not on any street or alley;
- (d) No dust, noise, odor, glare or vibration shall be projected beyond the lot;
- (e) All outside parking abutting or facing a lot in a residential zone shall be enclosed by a sight-obscuring landscape buffer or fence. The landscape buffer or fence shall obstruct the parking from view on the sides of the property abutting or facing the lot. The landscape buffer or fence shall be of such material and design so as not to detract from adjacent residences and shall be built according to plans submitted by the owner to and approved by the County Zoning Administrator;
- (f) A landscape plan shall be prepared by a landscape architect or other qualified landscape designer.

8) Signs



A) Purpose:

- 1) To create a unified comprehensive sign program for community identification and location and identification of public facilities;
- 2) To create a style and mood for the community and to orient visitors and residents.

B) Applicability:

The provisions of this section shall apply to all public signage. All private and commercial uses shall conform to Division 4-3, Sign Regulations.

C) Administrative Review:

Application for a sign permit shall be made to the Eagle-Vail Architectural Control Committee and following approval, to the County Sign Administrator and shall include the following: 2 copies of a scaled drawing which depicts the sign. Drawing should show sign height, size, materials, construction and location in relation to buildings, setbacks, property lines and landscape features.

D) Sign Allowance:

1. Major Entrance Signs:

East Entrance (Eagle Road/Highway 6) - 2 P.U.D. Identification signs not to exceed 42 square feet each and 8 feet in height;

West Entrance (West edge of the subdivision) - 1 P.U.D. Identification sign not to exceed 50 square feet and 8 feet in height;

This signage is to identify the subdivision (i.e. logo), and describe public facilities. It shall be coordinated with entrance walls, landscaping and integral lighting to create the desired subdivision style.

2. Minor Entrance Signs:

Three Minor Entrances - Not to exceed 32 square feet per intersection and 8 feet in height;

This signage is to identify the subdivision (i.e. logo), and give directional information. It shall be located on stone pilasters and shall be coordinated with landscaping and lighting to create the desired subdivision style.

3. Major Directional Signs:

Appropriate intersection signage identifying Eagle-Vail and giving directions to public facilities and Eagle-Vail roads. They shall not exceed 16 square feet, 6 feet in height and 3 in number.

4. Minor Directional Signs:

Not to exceed 4 square feet, 4 feet in height and 5 in number. This signage shall match the style of the major directional signs and the public facility signs to create a unified look.

5. Public Facility Signs:



744830 11/22/2000 04:05P 370 Sara Fisher
25 of 26 R 0.00 D 0.00 N 0.00 Eagle CO

These signs are to be on the facility property to identify the facility and shall not exceed 16 square feet, 6 feet in height and 3 in number. They shall match the style of the directional signage and be coordinated with buildings, landscaping and lighting to create a unified look.

6. Street Signs:


These signs are to be at each intersection and shall be two street flags per post or light standard. They are to be metal reflective signs on wood backing matching the style of the regulatory signage.

7. Regulatory Signs:

These shall be located by the Eagle County Road and Bridge Department per regulatory standards. They shall be standard metal reflective signs on wood backing.

8. Location Limitations:

As these signs are located on public lands, they shall be coordinated with drainage swales, underground utilities, surface utilities and landscaping so as not to interfere with water directional drainage, road operations and sight lines (generally 1 to 10 feet from the edge of the road right-of-way). Locations shall be verified in the planning stages with the Eagle County Road and Bridge Department.


744830 11/22/2000 04:05P 370 Sara Fisher
26 of 26 R 0.00 D 0.00 N 0.00 Eagle CO