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AMENDED AND
CONSOLIDATED RESTATEMENT AND DECLARATION
OF
PROTECTIVE COVENANTS
FOR
BELLYACHE RIDGE SUBDIVISION
FILING NO. 1 AND FILING NO. 2
EAGLE COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS, that the undersigned comprise a majority of the owners, who also own a majority of the Lots comprising the Bellyache Ridge Subdivision, Filing No. 1, and the owners of more than sixty-six and two thirds percent (66-2/3%) of the lots comprising the Bellyache Ridge Subdivision Filing No. 2, located in Eagle County, Colorado, and being desirous of protecting property values, and protecting the health, convenience, welfare and use of the owners of lots in said subdivision, do hereby declare and adopt the following amended and consolidated restatement and declaration of protective covenants, use and building restrictions, each and all of which shall be applicable to and run with the lots of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, as an Amended and Consolidated Restatement and Declaration of Protective Covenants, prospectively superseding those protective covenants recorded in the real property records of the Eagle

County Clerk and Recorder in Book 226 at Page 958 and in Book 251 at Page 496. Said restrictions being as follows:

ARTICLE I
DEFINITIONS

The following words, when used herein, shall have the following meanings:

1. "Association" shall mean and refer to the Bellyache Ridge Homeowners Association, a Colorado nonprofit corporation.

2. "Board" shall mean and refer to the Board of Directors of the Association.

3. "Property" shall mean and refer to all property and improvements thereon, which are subject to this declaration.

4. "Lot" shall mean and refer to each separate parcel of land within the Property as more specifically set forth in the recorded plats of the Property as Lots 1 through 69, Bellyache Ridge Subdivision, Filings 1 and 2, any resubdivision thereof, or any condominium unit (as that term is defined in the Colorado Condominium Ownership Act) erected on such parcel or resubdivision thereof.

5. "Real Property Interest" shall mean and refer to a Lot, together with all improvements thereon and appurtenant rights thereto.

6. "Owner" shall mean and refer to the record owner,

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whether one or more persons or entities, of the fee simple title to any one Lot, provided that the Association shall not be considered an Owner.

7. "Member" shall mean and refer to every person or entity who is an Owner and holds membership in the association.

8. "Single Unit Residential Lot" shall mean and refer to a Lot which can be used only for residential purposes and upon which not more than one building, containing no more than one Dwelling Unit, together with private garage outbuilding, barn and utility building may be constructed, provided such accessory building with the exception of the private garage, shall not exceed in aggregate area twenty-five percent (25%) of the number of square feet in the principal dwelling.

9. "Double Unit Residential Lot" shall mean and refer to a Lot which can be used only for residential purposes and upon which no more than one building, containing not more than two Dwelling Units, together with private garage outbuilding, barn and utility buildings may be constructed, provided such accessory buildings with the exception of the private garage, shall not exceed in aggregate area twenty-five percent (25%) of the number of square feet in the principal dwelling.

10. "Double Four Unit Residential Lot" shall mean and refer to a Lot which can be used solely for residential purposes and upon which not more than two buildings, containing not more than four Dwelling Units per building, together with not more

than one garage outbuilding per fourplex, may be constructed.

11. "Dwelling Units" shall mean and refer to a single family residential living unit.

12. "Common Area" shall mean and refer to any property designated as "Greenbelt Area" on the recorded plat of the Property, and all easements and other real property now or hereafter acquired or created for the benefit of all Owners, and also, to the extent management or responsibility for such property comes under the control of the Association, that real property owned by Bellyache Ridge Metropolitan District.

13. "Structure" shall mean anything man-made above-ground, including but not limited to buildings, storage sheds, fuel tanks, radio and television antennas, satellite dishes and fences.

14. "Adjacent Lot" shall mean any lot which shares a common boundary line or common boundary corner with subject lot. In the case of an intervening road right-of-way the lot corners shall be projected to the road right-of-way centerline, perpendicular to the centerline, for purposes of determining adjacency.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The Property. The real property which is held,

transferred, sold, conveyed and occupied subject to this Declaration is located in Eagle County, Colorado, and is more particularly described as follows:

Bellyache Ridge Subdivision,
Filings No. 1 and No. 2

ARTICLE III

USES

1. All Lots in the Property shall fall within the following land use definitions:

<u>Definition</u>	<u>Lot Description</u>
Single Unit Residential Lot	Lots 1 through 18, Lots 24, 25, 26, 28, 30, 31, 33, 36, 37, 38, 40, 41, 43, 44, 46, 47N, 47S, 48N, 48S, 49, 50, 52, 53. 54, 55, 56 Lot 1, 56 Lot 2, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67. 68 and 69
Double Unit Residential Lot	Lots 19, 20, 21, 22, 23, 27 29, 32, 34, 35, 39, 42, and 45
Double Four Unit Residential Lot	Lot 51

2. Changes in Land Use Categories. The use classification applicable to any Lot may be changed by a majority

vote of the Board and additionally a 75% approval vote of Owners of Adjacent Lots, provided that

(a) such change is requested or approved by the Owner of the Lot;

(b) 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

(c) a hearing is held by the Board at which all interested persons may appear and address the Board on the proposed change;

and further provided the change is consistent with the County zoning then in effect. The use classification applicable to any Lot may also be changed from any other use permitted for Lot to a Single Family Residential Lot by the consent of an Owner and the Board of the Association. A memorandum of any change in the land use classification applicable to any Lot shall be signed by the President or Secretary of the Association and shall be effective upon recordation with the Clerk and Recorder of Eagle County.

ARTICLE IV

ARCHITECTURAL CONTROL

1. Architectural Control Committee. An Architectural Control Committee is hereby established consisting of not less than three nor more than five members, who shall own real

property or be officers of a corporation which owns real property in Bellyache Ridge Subdivision Filings No. 1 or No. 2, who shall be appointed by and serve at the pleasure of the Board of Directors of the Association. At least two members of the Architectural Control Committee shall also be Directors of the Association Board. A quorum comprising a majority of the committee may conduct the business of the Committee. Members of the Committee may be removed by the Board of Directors with or without cause.

2. Improvements.

(a) No Building or other structure or improvements shall be constructed, erected or maintained on any Lot, nor shall any addition thereon or change or alteration therein be made until the complete plans and specifications for such improvements have been submitted to the Committee and approved by it in writing. Such plans and specifications shall include, but not necessarily be limited to, (unless deemed unnecessary by the Committee) geologic and soils site investigation and foundation reports; site plan showing all existing and proposed topography; all easements; existing utilities; all required setbacks; outline of existing vegetation, rock outcroppings, and other site features; all proposed vegetation clearing; provisions for offstreet parking and locations of driveway access; floor plans; building elevations illustrating exterior materials and color information. The decision of the Committee approving or

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disapproving the plans shall be final. The Committee shall make reasonable efforts to notify Owners of Adjacent Lots and invite their review and comments.

(b) The Committee may adopt and amend Design Guidelines for the purpose of achieving the goals of these Covenants.

(c) In passing upon any plan, the Architectural Control Committee shall consider the following criteria, which may be supplemented or amended by the Committee:

(i) The suitability of the improvements (including the materials of which it is to be constructed) to the Lot on which it is to be located and compatibility to existing buildings already on the lot;

(ii) The nature of adjacent neighboring buildings and improvements;

(iii) The nature, quality, type and color ranges of the distinguishing features of the materials to be utilized in the proposed improvements;

(iv) The effect of the proposed improvements on the view of any adjacent neighboring property;

(v) The maintenance of the development theme and whether the improvement will be so similar or dissimilar to others in the vicinity that values, monetary or aesthetic, will be impaired;

(vi) The siting of the improvements on the lot;
and

(vii) The lot topography, the lot vegetation and the view of the proposed improvements from adjacent properties, from the roadway, and from any other appropriate view points.

(d) The Architectural Control Committee shall have the power (i) to require an advance and/or payment of such costs as may be reasonably incurred by the Committee in engaging professional personnel to review and comment upon any proposal, and (ii) to require a deposit of up to \$1,000 per unit as a cleanup, site restoration and revegetation guarantee. The deposit is refundable upon completion of the cleanup, site restoration and revegetation to the satisfaction of the Committee. In the event a project is not cleaned up, a site is not restored and or a site is not revegetated to the reasonable satisfaction of the Committee, such deposit may be retained and applied against the cost of such clean-up, site restoration and revegetation, and the Association and the Committee, and their representatives, are hereby granted the right to enter upon any Lot for the purpose of accomplishing such clean-up, site restoration and revegetation and related activities.

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3. Committee's Failure to Act. If the Committee fails to approve or disapprove such plans or specifications as are submitted to the Committee in writing within thirty (30) days

after the submission of all information requested by the Committee relating to such plans and specifications, the Committee shall be deemed to have approved such plans and specifications. In the event the Committee determines that the submittal is incomplete, said thirty-day period shall not begin until the Committee determines that the submittal is complete.

4. Termination of Approval. Architectural Control Committee approval is good for one year from date of approval. In the event a building permit is not obtained or construction is not commenced within one year from date of approval by the Committee, the approval shall automatically terminate. In the event that, upon the beginning of construction, the construction is not diligently pursued to completion, then the approval of the Committee shall terminate upon such date as may be established by the Committee.

5. Variances. The Architectural Control Committee shall have the power to grant variances from the provisions of the limitations contained in Article V herein (except any variance which would permit the violation of any governmental regulations) upon the determination by the Committee that (a) the application of such limitations to the conditions of the Lot in question would result in undue hardship, (b) the granting of such variances would have no impact upon any Adjacent Lot, and (c) the Owners of all Adjacent Lots have approved the requested variance and evidence of such approvals is presented to the Committee with

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such request for variance. The decision of the Committee regarding any request for variance shall be final.

ARTICLE V

ARCHITECTURAL-AESTHETIC CONTROL

1. Height. No building or other structure in the subdivision shall exceed thirty-five (35) feet in height except as provided herein. Appurtenances to buildings, including antennas or lightning rods, may not extend more than 5 feet above the highest point of the building. Free standing radio or TV antennas shall not exceed the 35 foot height limitation.

2. Set-Backs. No structures of any sort except driveways, driveway support walls, and driveway entrance gates shall be constructed closer than twenty-five (25) feet from any side or rear Lot line or closer than fifty (50) feet from any front Lot line. These permitted structures are subject to Architectural Control Committee review.

3. Fences. No fences shall be constructed or maintained on any Lot unless and until the construction plans and specifications shall have been approved by the Architectural Control Committee.

4. Prohibited Residences. No structure of a temporary character (including but not limited to any trailer,

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basement, tent, shack, garage, barn or any other outbuilding of any description) shall be used on any Lot as a residence.

5. Minimum Size of Dwelling Unit. No Dwelling Unit erected on a Lot shall contain less than one thousand five hundred (1,500) square feet of interior living space, not including open porches, garages, or carports, except as may be authorized through variance process established by this Declaration.

6. Maximum Size of Dwelling Unit. No Dwelling Unit erected on a new lot shall contain more than seven thousand five hundred (7,500) square feet of interior living space, not including open porches, garages, or car ports, except as may be authorized through variance process established by this Declaration.

7. Sewage Disposal. Each Dwelling Unit shall contain at least one fully equipped bathroom. All sewage shall be disposed of by means of an individual mechanical sewage treatment facility or septic tank and leach field which has been approved by the Colorado State Health Department and local health agencies having jurisdiction thereof. No mechanical sewage treatment facility shall be utilized which may pollute or threaten to pollute ground or surface waters. No Lot shall be used in any manner or for any purpose that would tend to pollute nearby streams or other sources of water. This paragraph is not intended, and shall not be construed, to prevent the development

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and utilization of a public or community sewage disposal system.

8. Animals. The keeping of livestock, poultry and other animals, except for family pets shall be prohibited. Family pets must be confined to the Owner's property and kept to a number which does not constitute a nuisance or a health hazard.

9. Horses. Horses shall not be kept in the Subdivision but may be ridden within the Subdivision.

10. Nuisance. No noxious or offensive conduct or activities shall be carried on upon any Lot which may constitute a health hazard, nuisance or annoyance to residents of other Lots, nor shall any Owner suffer or permit any Dwelling Unit or other Structure erected thereon to be used or employed for any purpose that will constitute a nuisance at law or detract from the residential value of other Lots. No materials, tools, equipment, or other readily housed objects shall be stored out of doors, including, but not limited to, unlicensed automobiles and home maintenance equipment such as lawn mowers, ladders, etc.

11. Trash Disposal. The outside burning of any trash, rubbish or other materials is prohibited. Standard outside barbecues and fireplaces shall be allowed for the preparation of food. Lots shall be kept clear and free of rubbish and trash and all structures thereon shall be kept in good repair.

12. Utilities. All gas lines, fuel and propane storage tanks, light and power lines, cable television and telephone lines which service individual Lots shall be buried

underground.

13. Completion of Construction. The Owner of any Lot shall complete exterior finish construction and preliminary site cleanup of any structures erected thereon within one (1) year from commencement of construction of such structure.

Commencement of construction shall be considered to be the start of excavation.

14. New Construction. No building shall be placed upon the Property by any means other than new construction; it being the purpose of this covenant to insure that buildings will not be moved from previous locations and placed upon the Property.

15. Prohibited Structures. No structure shall be placed upon any Lot which is or ever has been the subject of a specific ownership tax as now defined in Article 42 of the Colorado Revised Statutes.

16. Signs. No billboards, signs, or other advertising devices of any nature shall be erected, placed, maintained or permitted upon any Lot or any other part of Property, provided that this restriction shall not be construed to prevent appropriate name and address signs and signs that advertise such Lot or part of the Property for sale or rent insofar as is necessary to promote the sale and development of such Lot or part of the Property. Real estate signs shall not exceed six (6) square feet of advertising space on each side of a

two-sided sign.

17. Hunting. No hunting, shooting, trapping or otherwise killing or harming of wildlife shall be permitted on the Property nor shall firearms be discharged upon the Property.

18. Water Drainage. Each Lot Owner must accept historic drainage from uphill lots. Location and amount of drainage leaving the lot must not change. Drainage patterns within a lot may be modified to accommodate building construction.

19. Foliage and Vegetation. The natural foliage and vegetation on each Lot and adjoining roadside shall be preserved in as near a natural state as possible. To this end, the same shall not be removed further than thirty (30) feet from the foundation lines of houses and garages except to the extent necessary to install driveways, pathways and sewage disposal facilities, but then only with the approval of the Architectural Control Committee. Dead trees and brush shall be removed to minimize fire hazard.

20. Parking. Each Lot shall have facilities sufficient to accommodate two automobiles for each Dwelling Unit erected thereon. Additional facilities shall be provided for recreational vehicles, boats, utility trailers, snowmobiles, etc. if these are present. None of these parking facilities shall be within the set-backs.

21. Recreational Vehicles. The operation of all-

terrain vehicles and other recreational vehicles is prohibited on the Lots and the Common Area, other than upon the Lot of the owner of the recreational vehicle for purposes of ingress and egress.

22. Exterior Maintenance. Each Owner shall maintain and provide exterior maintenance upon all Structures upon each Lot, including repairing, replacing and caring for roofs, exterior building surfaces and finishes, and shall also maintain in good condition all trees, shrubs, grass, walks, and other exterior improvements.

23. Pre-existing Uses and Structures. Any uses and structures which conformed with the Covenants of Bellyache Ridge Subdivision, Filing No. 1, or the Covenants of Bellyache Ridge Subdivision, Filing No. 2, which were in effect prior to the effective date of the this Amended and Consolidated Restatement and Declaration of Protective Covenants for Bellyache Ridge Subdivision Filing No. 1 and Filing No. 2, and any uses which were non-conforming under such previous covenants but were granted the written approval of the Association or the Architectural Control Committee prior to the effective date of this Declaration, and which are not in conformity with this Declaration, shall be permitted to continue to the extent of and nonconformity with prior authority, provided, however, that such uses and structures shall be terminated or brought into conformity with this Amended and Consolidated Restatement and

Declaration of Protective Covenants upon any of the following events: (a) termination of use for a period of one year; (b) any change, modification or replacement of a use or a structure, whether or not that change, modification or replacement requires approval of the Design Review Board, the Board of Directors, or the Association under these Covenants.

ARTICLE VI

EASEMENTS

1. Easements, Drainage, Ingress and Egress. Easements and rights-of-way are hereby reserved as shown or described on the recorded plat of the Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2. There are, in addition, (i) easements reserved in the right-of-way of each road for water and all other utilities; (ii) utility easements along, across, upon and through a strip of land 7.5 feet in width, along the side Property line of each Lot and a strip of land 15 feet in width along the back Property line of each Lot; and (iii) an easement for egress and ingress upon the surface of the land, 24 Feet in width, the center line of which is located on the westerly property line of Lots 65 and 66, and the easterly property line of Lots 62, 63, and 64.

2. Maintenance and Repair of Easement Areas. Each Owner shall be responsible for the maintenance and repair of the

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Easement areas within the Lot of such Owner, provided, however, that any Owner who, by his negligence or willful act, causes damages to the utility line or lines of another, whether within or without any Easement area, shall bear the cost of restoration thereof, and any other damages allowed by law. The right of any Owner to contribution or damages from any other Owner shall be appurtenant to the land and shall pass to such Owner's successor in title.

ARTICLE VII

HOMEOWNERS' ASSOCIATION

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1. Purpose. There has been organized under the laws of the State of Colorado a nonprofit corporation, the name of which is Bellyache Ridge Homeowners Association, in order to provide and perform other functions in the nature of community services for the benefit of the Property.

2. Membership. Every Owner shall be a member of the Association, entitling such Owner to the rights and subject to the provisions of the Articles of Incorporation and the By-Laws of the Association.

ARTICLE VIII

ADMINISTRATION AND MANAGEMENT OF THE ASSOCIATION

1. Administration and Management. The administration

and management of any Common Areas shall be governed by Bellyache Ridge Homeowners Association, a Colorado non-profit corporation.

2. Certificate of Identity. There may be recorded by the president of the Association, from time to time, at the office of the Clerk and Recorder of Eagle County, Colorado, a Certificate of Identity which identifies, by name and address, the persons then comprising the management body of the Association, and the mailing address of the Association.

3. Rules and Regulations. The Board of Directors of the Association shall have the right to establish and enforce reasonable rules and regulations to be observed by all Owners, guests, invitees, tenants and other persons during their presence on or use of the Property.

4. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands, or other notices intended to be served upon the Board, the Committee, or the Association shall be sent by certified mail, postage prepaid, to P.O. Box 40, Wolcott, CO 81655, until such address is changed by a notice of change of address recorded in the records of Eagle County.

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ARTICLE IX

MAINTENANCE ASSESSMENTS

1. Assessments. Each Owner by acceptance of his deed, for each Lot owned by that Owner within the Property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges. The annual assessment, together with such interest thereon, and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and the improvements thereon and shall be a continuing lien upon the property against which such assessments is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due.

2. Purposes of Assessments. The assessments levied by the Association may be used for any of the following purposes:

(a) Common Area. The assessments may be used for maintaining and repairing any Common Areas within the Property and for providing such services to the residents of the Lots as the Board of Directors of the Association may, from time to time, find advisable.

(b) Exterior Maintenance. The assessments may be used for maintenance required of Lot Owners by this Declaration

but not provided. In the event a Lot is not so maintained, the Association shall have the right to enter upon such Lot and to furnish the labor and materials necessary to perform such maintenance, and the cost of this labor and materials shall be added to, and become a part of, the assessment of any Lot or Lots which, in the discretion of the Association, would benefit from such maintenance. Interest will accrue on unpaid balances at such rate as may be established by the Board of Directors.

(c) Administration and Enforcement. The assessments may be used in such manner as may be deemed appropriate by the Board for the administration and enforcement of these Covenants.

(d) Reserves. The assessments may be used in order to establish appropriate reserves to provide for the later payment of anticipated expenses authorized to be incurred by the Association.

3. Basis and Payment of Assessment.

(a) The annual assessment with respect to each Lot shall be established by the Board of Directors prior to the beginning of each year or fiscal year, and the assessment shall be payable in advance in such periodic installments as are specified by the Board of Directors.

(b) The Board of Directors shall determine, from time to time, whether a deficit or surplus will result based upon its current estimate of expenditures, and shall make appropriate

revision of the assessment amount. A deficit shall be borne by all Owners and shall be reflected in the next periodic installment to be paid by all Owners.

(c) Written notices of periodic installments shall be sent to all Owners and such installments shall be due and payable within twenty (20) days from the date of such notice. The Board of Directors is empowered to assess a late charge of not more than ten percent (10%) of the amount of each delinquent installment, plus interest at such rate as may be determined from time to time by the Board.

4. Uniform Rate of Assessments. All assessments shall be fixed at uniform rate for all Lots, provided, however, the Board may assess Lots an additional amount based upon any increase of use by Owners. Each undeveloped Lot shall be assessed on the basis of a Single Family Residential Lot. Each improved Lot shall be assessed upon the basis of the number of Dwelling Units actually constructed on it.

5. Lien on Property Interest. The annual assessment (or revised or additional assessments, including any deficit) and other separate charges provided in this Declaration, including but not limited to expenses necessarily or reasonably incurred (a) in dealing with violations of this Declaration, the Articles of Incorporation, or the Bylaws of the Association, and (b) in responding to applications for action by the Association or the Architectural Control Committee (for brevity, hereinafter

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referred to as "assessments") shall be a charge on the entire Real Property Interest of each Owner and shall be a continuing lien upon such Real Property Interest against which each assessment is made, and such continuing liens shall be superior to all other liens and encumbrances, except for (i) tax and special assessment liens on the Real Property Interest in favor of Eagle County, Colorado, or any assessing unit, and (ii) except as provided in paragraph 8 below.

Upon the failure of an Owner to pay one or more periodic installments of the annual assessment, the Board of Directors of the Association shall prepare a written Notice of Lien setting forth the amount of such unpaid indebtedness, the name of the Owner and a description of his Real Property Interest. Such notice shall be signed by one (1) member of the Board of Directors, or an officer of the Association, or a representative of the Board of Directors, or an officer of the Association, or a representative of the Board of Directors of the Association, and shall be recorded in the Office of the Clerk and Recorder of Eagle County, Colorado. Notice shall be given to the Owner of each Lot of such lien by regular and certified mail, provided that the failure to provide such notice shall not affect the validity of the lien or create any liability on the part of the Association, the Board or any member thereof, or any representative of the Association. Such debt and lien for the common expenses shall attach from the date of the failure of

payment of the assessment. Such debt and lien may thereafter be enforced by the foreclosure of the defaulting Owner's Real Property Interest by the Association in like manner as a mortgage on real property or by any other method of collection deemed appropriate by the Board of Directors. In any such Notice of Lien or other collection proceeding, the Owner shall be required to pay the Association's costs, expenses, and attorney's fees incurred for filing the lien and/or other collection efforts, and in the event that a foreclosure proceeding is subsequently brought, the Association's additional costs, expenses, and the amount incurred for reasonable attorneys' fees shall be paid by the Owner. The Owner of the Real Property Interest being foreclosed shall be required to pay to the Association the subsequently accrued and accruing periodic installments of the annual assessments during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid upon the Real Property Interest at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey, or otherwise deal with the same.

Any encumbrancer holding a lien on a Real Property Interest may pay, but shall not be required to pay, any unpaid assessments payable with respect thereto, and upon such payment such encumbrancer shall have a lien on such Real Property Interest for the amounts paid of the same rank as the lien of his

encumbrances.

Upon request of a mortgagee of a Real Property Interest, the Association shall report to the mortgagee any unpaid assessment remaining unpaid for longer than twenty-five (25) days after the same is due, and shall not be liable for any such disclosure or error therein.

6. Owners' Personal Obligation for Payment of Assessments. The amount of the assessment shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from the liability for the assessment by waiver of the use or enjoyment of the common area or by abandonment of his Real Property Interest. In the event of default in the payment of an assessment installment, the Owner shall be obligated to pay the Association interest at a rate established by the Board of Directors imposed upon the amount of the installment from the date thereof, together with all costs and expenses, including attorneys' fees incurred, together with such late charges as is provided by the By-Laws of the Association. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same.

7. Assessment Certificate. The Association shall, upon request of any Owner, mortgagee or contract purchaser, issue its certificate executed by an officer or agent of the Association certifying whether or not assessment installments with respect to any Lot or Real Property Interest have been paid

or if they are in arrears, or, if in arrears, the total amount owing as of the date of the certificate. The Association shall be entitled to collect a reasonable fee for the issuance of any such certificate. Such certificate shall be conclusive evidence thereof in favor of any third person relying therein in good faith, and the Association shall not be held liable for such disclosure or error therein.

8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust in existence at the time a default occurs. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot as a result of judicial foreclosure of a first mortgage, or a foreclosure of a first deed of trust through the Public Trustee, shall extinguish the lien of such assessments (unless the Association's lien rights are enforced in association with such foreclosure by redemption or otherwise) as to payments thereof which become due prior to such sale or transfer, but shall not relieve any former Owner of personal liability therefor. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

9. Exempt Property. All properties dedicated to and accepted by a public authority shall be exempt from the assessments created herein.

ARTICLE X

GENERAL CONDITIONS, STIPULATION AND PROTECTIVE COVENANTS

1. Duration, Revocation and Amendment. Each and every provision of this Declaration shall run with and bind the land for a term of ten (10) 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 at any time by an instrument approved in writing by all Owners of not less than fifty-one percent (51%) of the Lots. Such abandonment, amendment or revocation shall be effective when a certificate signed by the President or the Secretary of the Association is 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.

2. Notices. Any notice required to be sent to any Owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

3. 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.

4. Enforcement. Enforcement of these covenants, restrictions, and other provisions shall be by the Association or by an Owner by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation and/or to recover damages, and against the land to enforce any lien created by these covenants. The omission or failure of the Association, Architectural Control Committee, or any Owner to enforce any covenant or restriction set forth in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In the event of enforcement by the Association, the Association shall be entitled to recover all expenses and costs associated with such enforcement, whether or not litigation was instituted, including but not limited to court costs and expenses, attorneys' fees and fees for other professionals, and, until paid, shall constitute a lien upon the Lot regarding which the enforcement action was required.

5. Construction. 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 this Declaration, that the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

6. Miscellaneous. That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
1, Filing No. # 1, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20th day of January, 1993.

Mary Lou Tether

STATE OF Colorado)

) SS:

COUNTY OF Eagle)

The foregoing was acknowledged by Mary Lou Tether
and _____

on the 20th day of January, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



Notary Public

a\decs\covenant.brh

541609

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
2, Filing No. 1, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 3rd day of March, 1993.

Genau MacDonald

STATE OF Colorado)

) SS:

COUNTY OF Eagle)

The foregoing was acknowledged by _____

and _____

on the 3rd day of March, 1993.

My commission expires: 2-21-97

Witness my hand and official seal.

Margaret Gamble
Notary Public

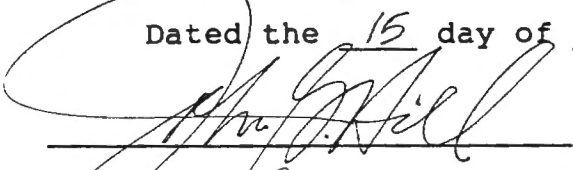
a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

00190

The undersigned, being the owner or owners of Lot 3, Filing No. 1, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 15 day of FEBRUARY, 1993.



STATE OF Colorado)

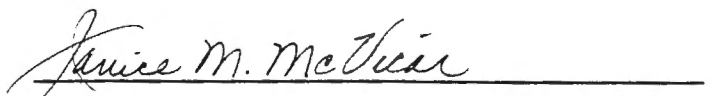
COUNTY OF Boulder) SS:

The foregoing was acknowledged by JANICE M. McVICAR and _____

on the 15th day of February, 1993.

My commission expires: 2-28-96

Witness my hand and official seal.

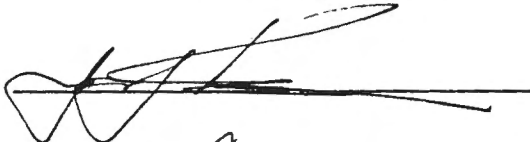

Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
4, Filing No. 1, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 17 day of February, 1993.



STATE OF Colorado)

) SS:

COUNTY OF Eagle)

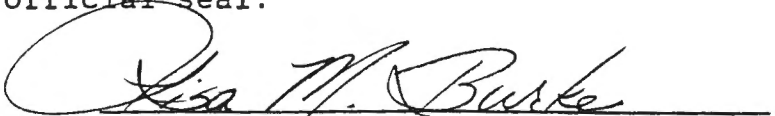
The foregoing was acknowledged by Lisa Burke

and

on the 19th day of February, 1993.

My commission expires: 9-14-93

Witness my hand and official seal.



Notary Public

a\decs\covenant.brh

10101

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 5, Filing No. 1, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 15th day of April, 1993.

Gail B. Wahrlich nka Gail B. W. L. Ferry

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Gail B. Wahrlich NKA
Gail B.W.L. Ferry and _____
on the 13th day of April, 1993.

My commission expires: 8-12-95

Witness my hand and official seal.

LAURA L. HOWE
NOTARY PUBLIC
STATE OF COLORADO

Laura L. Howe
Notary Public

My Commission Expires 8-12-95

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 6, Filing No. 1, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 12 day of JANUARY, 1993.

[Signature]

STATE OF Colorado)

) SS:

COUNTY OF Garfield)

The foregoing was acknowledged by [Signature] and _____

on the 12 day of JANUARY, 1993.

My commission expires: [Signature]

Witness my hand and official seal.

[Signature]
Notary Public

a\decs\covenant.brh

001100

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 11, Filing No. 1, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 14 day of JANUARY, 1993.

Daniel E. M. [Signature]

STATE OF Colorado)
) SS:
COUNTY OF TABLE)

The foregoing was acknowledged by Pam Logan
and _____
on the 16th day of January, 1993.

My commission expires: _____ My Commission Expires 01-26-94

Witness my hand and official seal.

[Signature]
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
* BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
12, Filing No. 1, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20th day of January, 1993.

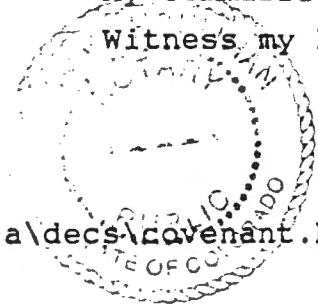
Michael Piparo Michael Piparo

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Michael Piparo
and _____
on the 20th day of January, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



[Signature]
Notary Public

a\decs\covenant.brh

00105

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
14, Filing No. 1, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 12 day of JAN, 1993.

Richard Ottson

STATE OF New York)
COUNTY OF DASSAN) SS:

The foregoing was acknowledged by Richard Ottson
and _____
on the 12 day of JAN, 1993.

My commission expires: _____
Witness my hand and official seal.

Jane Marovich
Notary Public
Notary Public
Qualified in Nassau County
Commission Expires Nov. 04, 1993

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 14, Filing No. 1, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 28 day of July, 1993.

Frederick F. Perner Elizabeth J. Perner.

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Frederick F. Perner
and Elizabeth J. Perner
on the 28th day of July, 1993.

My commission expires: 5-8-95

Witness my hand and official seal.

Janet Jackson
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
15, Filing No. 1, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20 day of January, 1993.

David Stanish Kasey Stanish

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by David Stanish
and Kasey Stanish
on the 20th day of January, 1993.

My commission expires: 11-20-93

Witness my hand and official seal.



Ronald J. Jansen
Notary Public

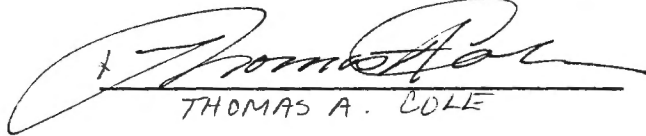
a\decs\covenant\brh

541609

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot seventeen, Filing No. one, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 12th day of March, 1993.


THOMAS A. COLE

STATE OF Colorado)

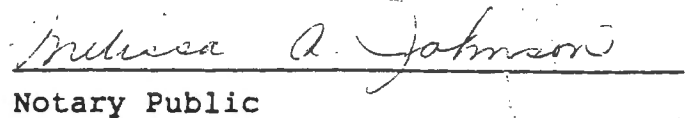
) SS:

COUNTY OF Espe)

The foregoing was acknowledged by THOMAS A. COLE
and _____
on the 12th day of March, 1993.

My commission expires: My Commission Expires May 30 1994

Witness my hand and official seal.


Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot Lot 19, Filing No. 12, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the ___ day of _____, 1993.

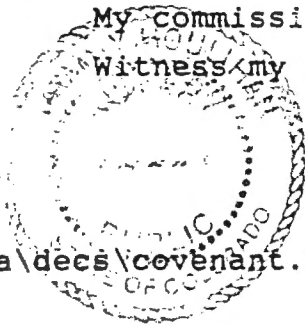
ERIK EDEEN Erik Edeen

STATE OF Colorado)
) SS:
COUNTY OF Hayle)

The foregoing was acknowledged by Erik Edeen
and _____
on the 20th day of January, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



[Signature]
Notary Public

a\decs\covenant.brh

00000

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
20A, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 29th day of January, 1993.

Fabio Fez

STATE OF Colorado)

) SS:

COUNTY OF Eagle)

The foregoing was acknowledged by Fabio Durman
_____ and _____

on the 29th day of January, 1993.

My commission expires: 9-21-96

Witness my hand and official seal.

Carolyn Sieg

Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
21, Filing No. 1, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20 day of JANUARY, 1993.

ROBERT GEORGE KAUFMANN Robert George Kaufmann

STATE OF Colorado)

) SS:

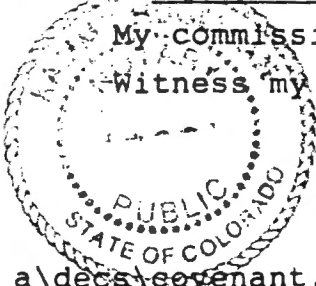
COUNTY OF Eagle)

The foregoing was acknowledged by Robert George Kaufmann
and _____

on the 20th day of January, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



[Signature]
Notary Public

a\dec\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 22, Filing No. 2, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 28 day of April, 1993.

Kathryn M. Hunt _____

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Kathryn M. Hunt and _____

on the 28th day of April, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



[Signature]
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
22, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 19 day of January, 1993.

[Signature]

[Signature]

STATE OF COLORADO)

) SS:

COUNTY OF EAGLE)

The foregoing was acknowledged by [Signature] and [Signature]
on the 19TH day of January, 1993.

My commission expires: 11/30/94

Witness my hand and official seal.

[Signature]
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 24, Filing No. 2, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 3 day of Nov., 1993.

Scott Hixon Lizvi Hixon

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by _____
Scott Hixon and Lizvi Hixon
on the 3rd day of November, 1993.

My commission expires: _____
MY COMMISSION EXPIRES 3/25/97

Witness my hand and official seal.

Victoria P. Caldwell
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
26¹/_{77B} Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20 day of January, 1993.

John Warnack

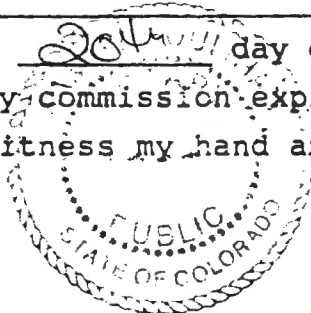
STATE OF Colorado)
) SS:
COUNTY OF Cagle)

The foregoing was acknowledged by John H. Warnack
and _____

on the 20th day of January, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



[Signature]
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

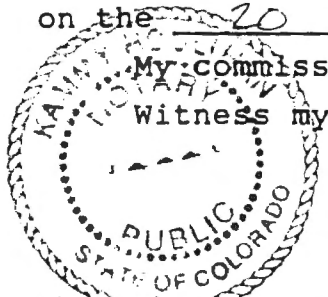
The undersigned, being the owner or owners of Lot 28, Filing No. 2, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 20 day of JANUARY, 1993.

Richard L. Mirick Terri Mirick

STATE OF COLORADO)
) SS:
COUNTY OF EAGLE)

The foregoing was acknowledged by RICHARD L. MIRICK
and Terri Mirick
on the 20 day of JANUARY, 1993.



My commission expires: 11-20-95
Witness my hand and official seal.

[Signature]
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 30, Filing No. 2, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 20th day of JANUARY, 1993.

David J. Leach DAVID J. LEACH.

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by David J. Leach
and _____
on the 20th day of January, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



David J. Leach
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
31, Filing No. _____, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 12 day of October 10, 1993.

Phillip K. Todd Karen S. Todd

STATE OF Colorado)
 304-52-0019) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Phillip K. Todd
_____ and Karen S. Todd
_____ on the 12th day of October, 1993.
My commission expires: 10/29/95
Witness my hand and official seal.

Mary J. Kelly

Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
33, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20 day of JANUARY, 1993.

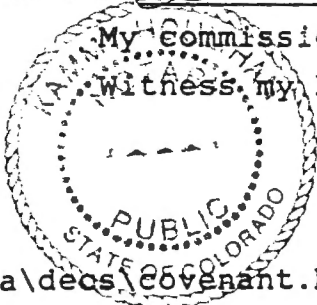
Manuela C. Payne MANUELA C. PAYNE

STATE OF COLORADO)
) SS: 572-86-6367
COUNTY OF EAGLE)

The foregoing was acknowledged by Manuela C. Payne
and _____
on the 20th day of JANUARY, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



Donald J. [Signature]
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 36, Filing No. 2, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 19 day of December, 1993.

[Signature] Amy Thomas

STATE OF Colorado)

) SS:

COUNTY OF Eagle)

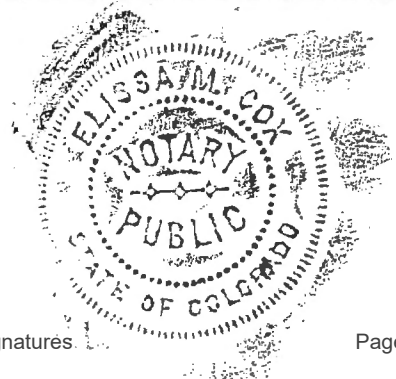
The foregoing was acknowledged by James Thomas
Amy Thomas and _____
on the 20th day of December, 1993.

My commission expires: MY COMMISSION EXPIRES 11/16/96

Witness my hand and official seal.

Elissa M. Cox
Notary Public

a\decs\covenant.brh



0011

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 37, Filing No. 2, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 20th day of January, 1993.

Margaret M. Hurley

STATE OF Colorado)

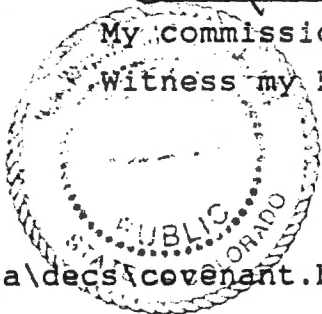
) SS:

COUNTY OF Eagle)

The foregoing was acknowledged by Margaret M. Hurley and _____ on the 20th day of January, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



[Signature]
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
40, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 3 day of March, 1993.

Richard D. MacCabe

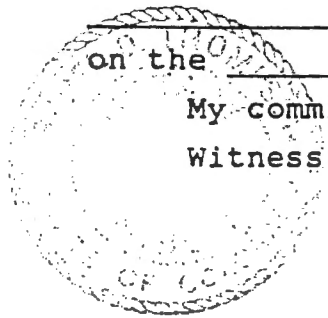
STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing was acknowledged by RICHARD D. MACCABE
and _____

on the 3 day of MARCH, 1993.

My commission expires: MY COMMISSION EXPIRES

Witness my hand and official seal. 9/12/93



Richard D. MacCabe
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
40, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 18 day of August, 1993.

Peter Casabonne

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Peter Casabonne
and _____
on the 18th day of August, 1993.

My commission expires: 2/26/95

Witness my hand and official seal.

Elma Reed
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
41, Filing No. I 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 15th day of April, 1993.

Nicole Rayer McBride

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Nicole Rayer McBride only and Monty McBride
on the 15th day of April, 1993.

My commission expires: 9-22-96

Witness my hand and official seal.

Jennifer L Hood
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
43, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 14th day of May, 1993.

Jeffrey V. Goodwin

STATE OF Colorado)

) SS:

COUNTY OF Eagle)

The foregoing was acknowledged by _____

Jeffrey V. Goodwin and _____

on the 14th day of May, 1993.

My commission expires: 9-22-96

Witness my hand and official seal.

Jennifer A. Hood
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
* BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 44, Filing No. 2, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 20th day of January, 1993.

Jeannette I. Pfeifer Jeannette I. Pfeifer

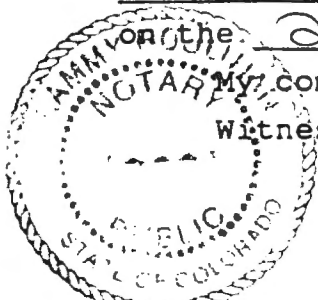
STATE OF Colorado)
COUNTY OF Espey) SS:

The foregoing was acknowledged by Jeannette I. Pfeifer and _____

on the 20th day of January, 1993.

My commission expires: 11-25-95

Witness my hand and official seal.



Danny W. [Signature]
Notary Public

a:\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
410, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

60213

Dated the 11^m day of May, 1993.

M. Christine Steeg Scrip

[Signature]

STATE OF Colorado)

COUNTY OF Eagle)

SS:

The foregoing was acknowledged by M. Christine Steeg Scrip
and Gary Scrip

on the 11 day of May, 1993.

My commission expires: 2/5/94

Witness my hand and official seal.

[Signature]
Notary Public



a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 475, Filing No. 2, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 11th day of January 11th, 1993.

Gary L. Yantis

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

The foregoing was acknowledged by Gary L. Yantis
and _____

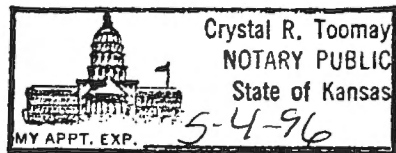
on the 11th day of January, 1993.

My commission expires: 5-4-96

Witness my hand and official seal.

Crystal R. Toomay
Notary Public

a\decs\covenant.brh



APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 47A, Filing No. Land 2, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 4th day of March, 1993.

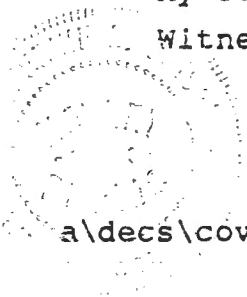
_____ Richard Dastych

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Richard Dastych
and N/A
on the 4th day of March, 1993.

My commission expires: March 5, 1996

Witness my hand and official seal.



a\decs\covenant.brh

Katherine E. Baird
Notary Public P.O. Box 149
Edwards, CO 81632

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 48 N., Filing No. II, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 14th day of January, 1993.

[Signature]

Barbara Roberts

STATE OF Colorado)

) SS:

COUNTY OF Castle)

The foregoing was acknowledged by George E Roberts and _____

on the 14th day of January, 1993.

My commission expires: 8-27-94

Witness my hand and official seal.

[Signature]

Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
485, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 15th day of January, 1993.

[Signature]

[Signature]

STATE OF Colorado)

) SS:

COUNTY OF Eagle)

The foregoing was acknowledged by
[Signature] and [Signature]
on the 15th day of January, 1993.

My commission expires: 3-7-94

Witness my hand and official seal.

[Signature]
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
50, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

00283

Dated the 12 day of January, 1993.

William J. Williams

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by William J. Williams
and _____

on the 20th day of January, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



William J. Williams
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
51, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 18TH day of FEBRUARY, 1993.

_____ Kathleen C. Hembeger

STATE OF LOUISIANA)
PARISH) SS:
COUNTY OF JEFFERSON)

The foregoing was acknowledged by Rosalie
Krestel and Joan Kyle
on the 18TH day of FEBRUARY, 1993.

My commission expires: AT DEATH

Witness my hand and official seal.

_____ Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 52, Filing No. 2, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 12 day of Jan, 1993.

Karen M Kern Robert W Kern

STATE OF COLORADO)
) SS:
COUNTY OF EAGLE)

The foregoing was acknowledged by KAREN M. KERN
and _____
on the 12th day of JANUARY, 1993.
My commission expires: 2-28-95
Witness my hand and official seal.

P. M. Fanges
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
53, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20 day of January, 1993.

Virginia B. Maffield

STATE OF Colorado)

) SS:

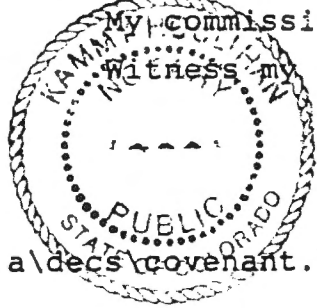
COUNTY OF Eagle)

The foregoing was acknowledged by Virginia B. Maffield
and _____

on the 20 day of January, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



[Signature]
Notary Public

a\decs\covenant.brh

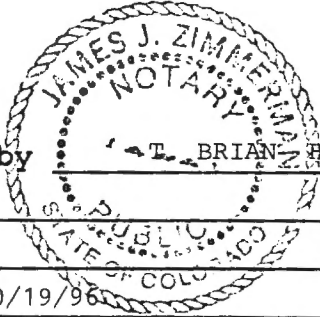
APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
54, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20 day of January, 1993.

T. Brian Houlihan Kammy S. Houlihan
T. BRIAN HOULIHAN KAMMY S. HOULIHAN

STATE OF Colorado)
) SS:
COUNTY OF Eagle)



The foregoing was acknowledged by T. BRIAN HOULIHAN AND
KAMMY S. HOULIHAN and _____
on the 20th day of JANUARY, 1993.

My commission expires: 10/19/96

Witness my hand and official seal.

[Signature]
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
55, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 15th day of January, 1993.

Augusta Adams

STATE OF Colorado)

COUNTY OF Espejo) SS:

The foregoing was acknowledged by Suzette Davis
_____ and _____

on the 15th day of January, 1993.

My commission expires: _____

Witness my hand and official seal.

My Commission Expires 07-24-1996
Richard A. Atencio
0011 West Beaver Creek Blvd.
Avon, CO 81620

Richard Atencio

Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
55, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 10 day of October, 1993.

X Joyce M. Brenner
JOYCE M. BRENNER

STATE OF Colorado)

) SS:

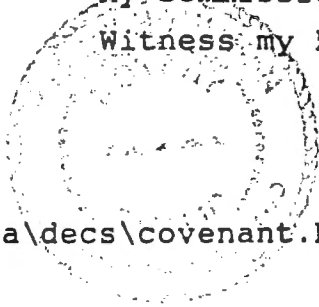
COUNTY OF Eagle)

The foregoing was acknowledged by JOYCE M. BRENNER
and _____

on the 10th day of OCTOBER, 1993.

My commission expires: 11/20/95

Witness my hand and official seal.



[Signature]

Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT OF PROTECTIVE COVENANTS FOR BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 56A & 56B, Filing No. II, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 5th day of August, 1993.

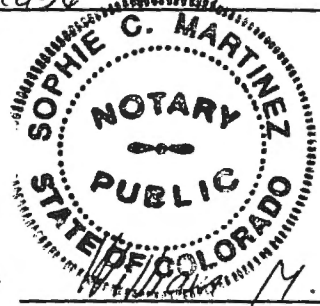
56A Patricia J. Hammon
Patricia J. Hammon

56B Patricia J. Hammon
Rebecca Trust

STATE OF Colorado)

) SS:

COUNTY OF Eagle)



The foregoing was acknowledged by Patricia J. Hammon and Patricia J. Hammon and Rebecca Trust on the 5th day of August, 1993.

My commission expires: My Commission Expires 05/28/97

Witness my hand and official seal.

Sophie C. Martinez
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
* BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
57, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20 day of January, 1993.

Larry Mitternick
STATE OF Colorado)

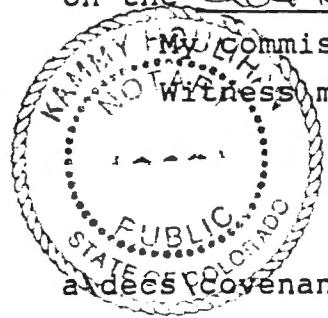
Mary Anne Mitternick
Mary Anne Mitternick

COUNTY OF Eagle) SS:

The foregoing was acknowledged by Larry Mitternick
and Mary Anne Mitternick
on the 20th day of January, 1993.

My commission expires: 11-20-95

witness my hand and official seal.



[Signature]
Notary Public

a:\dees\Covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
58, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 18th day of MAY, 1994

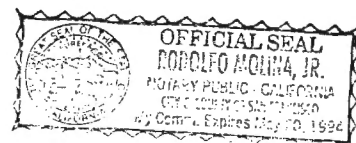
John E. Meyer

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN FRANCISCO)

The foregoing was acknowledged by RODOLFO
MOQUINA and _____
on the 18th day of MAY, 1994.
My commission expires: MAY 20, 1994
Witness my hand and official seal.

[Signature]
Notary Public

a\decs\covenant.brh



APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
59, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 15 day of JANUARY, 1993.

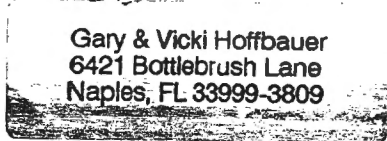
Gary D. Hoffbauer

Vicki S. Hoffbauer

STATE OF FLORIDA)

) SS:

COUNTY OF COLLIER)



The foregoing was acknowledged by _____

GARY D. HOFFBAUER and VICKI S. HOFFBAUER

on the 15th day of January, 1993.

My commission expires: _____

Notary Public, State of Florida
My Commission Expires June 24, 1994
Bonded thru RICHARD Inc. Agency

Witness my hand and official seal.

Allie Goldie

Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 120, Filing No. 2, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 18 day of January, 1993.

John C. Burrell Neil J. Burrell

STATE OF Wisconsin)
) SS:
COUNTY OF Milwaukee)

The foregoing was acknowledged by John Burrell
and Neil Burrell
on the 18 day of January, 1993.

My commission expires: 6/11/95
Witness my hand and official seal.

Lillian J. Adams
Notary Public

a\decs\covenant.brh

12269

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
62, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 15th day of January, 1993.

Bonnie Lynn Carroll Gerald Lea

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Bonnie Lynn Carroll
Gerald Lea and _____
on the 15 day of January, 1993.

My commission expires: 4/15/95

Witness my hand and official seal.

Sheelja Foster
Notary Public



a\decs\covenant.brh

5025

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
63, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the ___ day of _____, 1993.

maria Kistler Thurman maria Kistler Thurman

STATE OF CALIFORNIA)
) SS:
COUNTY OF CONTRA COSTA)

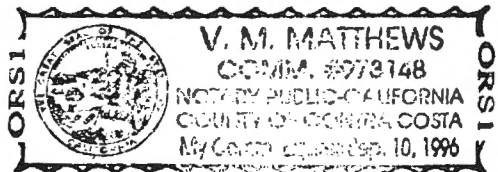
The foregoing was acknowledged by V. M. MATTHEWS
and _____
on the 2nd day of FEBRUARY, 1993.

My commission expires: 9-10-96

Witness my hand and official seal.

[Signature]
Notary Public

a\decs\covenant.brh



00130

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
LOT 63, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 30th day of December, 1993.

Gerald Rea

STATE OF Colorado)
) SS:
COUNTY OF EAGLE)

The foregoing was acknowledged by Gerald Rea
and _____
on the 30th day of DECEMBER, 1993.
My commission expires: 12/23/97
Witness my hand and official seal.

Linda K. Glover

Notary Public

a\decs\covenant.brh



APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
No. 65, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 14 day of January, 1993.

Marilyn E Flynn

STATE OF ARIZONA)

) SS:

COUNTY OF MARICOPA)

The foregoing was acknowledged by MARILYN E FLYNN
Lyle W Flynn and _____
on the 14 day of JANUARY, 1993.

My commission expires: My Commission Expires March 31, 1993

Witness my hand and official seal.

Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
66, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 18 day of FEBRUARY, 1993.

_____ [Signature]

STATE OF Nebraska)

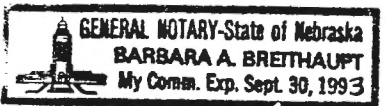
) SS:

COUNTY OF Washington)

The foregoing was acknowledged by _____
and _____
on the 18th day of February, 1993.

My commission expires: 9/30/93

Witness my hand and official seal.



Barbara A. Breithaupt
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
69, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 17 day of May, 1993.

Reinhold A. Burns

STATE OF Colorado)

) SS:

COUNTY OF Eagle)

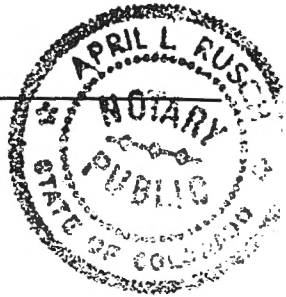
The foregoing was acknowledged by Reinhold A Burns
and _____

on the 17th day of May, 1993.

My commission expires: 5/13/96

Witness my hand and official seal.

April L. Rusch
Notary Public



a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
69, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 5 day of May, 1993.

Robert N. Burns

STATE OF FLORIDA)

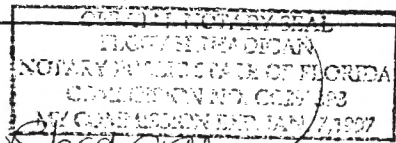
COUNTY OF BROWARD) SS:

The foregoing was acknowledged by ROBERT N. BURNS
and _____

on the 5 day of MAY, 1993.

My commission expires: _____

Witness my hand and official seal.



Robert H. Phadjar

Notary Public

a\decs\covenant.brh

