

2

BOOK 370  
PAGE 217

DECLARATION OF PROTECTIVE COVENANTS

FOR

PILGRIM DOWNS SUBDIVISION

OCT 12 1983

The undersigned, Alfred H. Williams (the "Grantor"), being the sole owner of all that real property generally known and partially subdivided as Pilgrim Downs, Eagle County, Colorado, the plats for Filing Nos. 1 and 2 having been filed under Reception Nos. 242033 and 265100, respectively, hereby makes and declares the following limitations, restrictions and uses of and upon such portions of said real property as are finally platted and made specifically subject hereto restrictive and protective covenants running with the land, and as binding upon Grantor and upon all persons claiming under Grantor and upon all future owners of any part of such platted real property as may be made subject to this Declaration either initially herein or subsequently by separate document.

1. Definitions: As used in these Covenants, the following terms shall be defined as hereinafter set forth:

A. Subdivision: Pilgrim Downs Subdivision as presently platted according to the recorded plats thereof, Reception Nos. 242033, recorded September 9, 1982, and 265100, recorded September 20, 1983, respectively, Eagle County, Colorado. The legal description of the real property initially subject to these covenants is Pilgrim Downs Filing No. 1 and Pilgrim Downs Filing No. 2.

B. Single Family Residential Lot (SFRL): Any of Lots 1 through 18 inclusively jointly or severally, in Pilgrim Downs Subdivision, which lot or lots and any permitted improvements shall be used solely for single family and/or secondary residential purposes, as provided in the PUD at the time of recording, Lots 1, 2, 3, 4 and 18 are platted and subject hereto.

- C. Lot: A numbered SFRL.
- D. Planned Unit Development (PUD): The Planned Unit Development for the Subdivision approved by Eagle County, Colorado, subject to such future modifications as may be authorized and approved.
- E. Association: The Pilgrim Downs Homeowners Association, Inc.
- F. Architectural Control Committee: A committee of at least three and not more than five persons who shall be responsible for the administration and enforcement of these covenants as they apply to the construction and modification of any improvements on any SFRL, and as they apply to such other sections of the Covenants as specified by the content of the Covenants.
- G. Grantor ( sometimes referred to as Declarant): Alfred H. Williams or his successor in interest. Grantor shall not be deemed to include the purchaser of any SFRL.
- H. Common Area: Any portion of the Subdivision subsequently specified as Common Area on any plat made subject to this Declaration, which area shall be subject to ownership, management, maintenance and control by the Association. The augmentation pond to be placed on Lot 18 shall be deemed Common Area, subject to management, maintenance and control by the Association, as shall platted roads and access drives.
- I. Covenants (or Declaration): This Declaration of Protective Covenants for Pilgrim Downs Subdivision and any amendments thereto.
- J. Owner: Any person or entity having a record interest in one or more SFRL's which are subject to this Declaration.
- K. Limited Common Areas: Those areas and facilities such as Lot access drives, common water wells, septic tanks and so on, reserved for the use of some, but not necessarily all of the Owners.
- L. Equestrian Association: A separate corporation which the owners may create having control over an Equestrian Center, Stables and Equestrian Events Area,

which may be constructed on the Common Area, or on a designated parcel leased by the Equestrian Association, according to a subsequent Subdivision Plat. The Equestrian Association may lease from the Association up to 5 acres of Common Area for its use and construction of the Equestrian Center, Stables and Equestrian Events Area. The Equestrian Association and its members shall be entitled to a non-exclusive easement over designated lots or portions of the Common Area, if subsequently designated, for horse trails and access to national forest lands adjacent to the subdivision, which easements may be shown on subsequent plats.

2. GENERAL PURPOSES:

A. These covenants are made and shall be construed for the purpose of creating and maintaining the Subdivision as a desirable, attractive and beneficial residential complex, harmonious in architectural design and appearance.

B. The Covenants are intended for the mutual protection and enjoyment of the Owners of SFRL's, and their families and guests.

C. The covenants are and shall be construed as limitations on the use of the SFRL's and any Common Area for the mutual benefit of all owners, and shall run with the land and they shall be duly enforceable as Covenants running with the land, as to the property subject hereto.

3. ASSOCIATION MEMBERSHIP

Each Owner shall automatically, by virtue of being an Owner, be a member of the Association. If more than one person or entity is the record owner of a Lot, all such persons or entities shall be members.

Membership in the Association shall be appurtenant to and inseparable from ownership of an interest in a Lot, and each owner shall be bound by and subject to the Articles of Incorporation and By-Laws of the Association and any reasonable Rules, Regulations and Resolutions duly adopted by the Association, as well as to these Covenants.

No person or entity other than the owner of a Lot may be an Association member.

The Owner (or Owners collectively, if more than one) of each Lot shall be entitled to one vote as an Association member. In the event there are multiple owners of a Lot, said Owners shall designate, in writing, one of said owners (or an executive officer of an entity which is an Owner) as the voting representative of the Lot Owners. Said voting representative shall cast the vote on behalf of all Owners of said Lot at any Association meeting. Said voting representative shall be the only person authorized to issue a proxy on behalf of the Lot for which he is voting representative.

The written designation of voting representative shall be kept on file with the Association and shall remain in full force and effect until replaced by a substitute designation.

The establishment of a quorum for Association meetings shall be as specified in the By-Laws of the Association; provided, however, that for purposes of establishing a quorum for any Association meeting or for the conduct of any voting by Association members, Owners may appear and be represented in person or by written proxy. Voting rights appurtenant to any Lot may be suspended for non-payment of assessments as set forth in the Association's By-Laws.

4. COMMON AREA:

A. Upon the sale of ninety percent (90%) of the platted SFRL's subject hereto, or on December 31, 1988, whichever shall later occur, the Grantor shall convey to the Association all of its right, title and interest in and to any Common Area, and Limited Common Area, which have been so designated and made subject hereto. Nothing herein shall preclude earlier transfer by the Grantor at his option.

B. Each Owner shall have an undivided right to and easement for enjoyment in and to the Common Area and such right and easement shall be appurtenant to and shall pass thereafter with the title to each Lot, subject to the limitations hereinafter set forth:

1. The Association shall have the right to suspend the right to the use of the Common Area and any recreational facilities or amenities thereon of a member or members of his family for any period during which any Association assessment remains delinquent and unpaid.

The Association may also suspend or limit the right of any Owner or other person to use the Common Area and improvements or amenities thereon for any violation of these Covenants, the Association's By-Laws, or Rules and Regulations; provided, however, that before suspending or limiting any such right, the Association shall give ten (10) days written notice to the Owner or other person to cease or correct the violation. If the violation is corrected or ceased within the notice period, no action shall be taken by the Association to suspend or limit such use.

2. The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility or amenity situated on the Common Area and to limit the number of guests of the members using the Common Area,

3. The Association shall have the right to dedicate or transfer all or any part of the Common Area or improvements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided, however, that no such dedication or transfer shall be effective unless an instrument is signed by Members entitled to cast two-thirds (2/3) of the votes agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least twenty (20) days, but not more than sixty (60) days in advance of the decision to make such dedication or transfer.

4. The Association shall, in its discretion, have the right to lease up to 5 acres of Common Area to the Equestrian Association and to designate certain areas for horse trails and non-exclusive easements;

5. Horse grazing rights of Owners as hereinafter set forth ;

6. The right of the Association to lease not more than twenty-five (25) acres of Common Area for hay production for use by Owners as stock feed.

7. The right of certain designated Owners to utilize Limited Common Area to the exclusive of other Owners for purposes of ingress and egress to Lots, water supply and sewer purposes.

8. Any additional limitations set forth in the By-Laws.

C. Any Member may, in accordance with the Covenants, By-Laws, Rules and Regulations, share his right of enjoyment to the Common Areas with the members of his family, tenants who reside on the preoperty, or guests.

5. ASSOCIATION:

A. The Association shall be a Colorado Non-Profit Corporation and shall have all of the rights and powers conferred upon such an Association by law, by these Covenants and its Articles of Incorporation and By-Laws. In addition, the Association shall have the right and power to:

1. Levy such annual or special Assessments as may be deemed necessary for the proper management of the Association, the Common Area, and Limited Common Area. Such assessments may include sums for taxes, insurance, maintenance, repair, replacement, promotion, communication and such other activities reasonably necessary for the proper functioning of the Association and proper care of the Common Area and Limited Common Area.

2. Adopt and enforce such reasonable Rules and Regulations as may be required to effectuate the purposes of these Covenants and the Association's By-Laws.

3. Lease up to 5 acres of the Common Area to the Equestrian Association, as provided in these Covenants and to designate certain parts of the Common Area as horse trails and to grant non-exclusive easements over common area for access to national forest lands adjacent to the Subdivision. The lease to the Equestrian Association shall not exceed Ten Thousand Dollars (\$10,000.00) per year for the initial 2 years and shall be automatically renewed annually unless the Equestrian

Association shall affirmatively cancel the same, or be dissolved by operation of law or action of its voting members, or otherwise terminated for violation of the terms of the lease.

4. Enforce the Covenants and the By-Laws, Rules and Regulations of the Association.

5. Construct, maintain, repair or replace improvements on the Common Area, roads and access drives, as set forth on the Plats and make such reasonable annual or special assessments as may be required for such actions.

6. Set up such reserves for capital expenditures as the Association, may deem prudent.

7. Be governed by a Board of Directors who shall exercise all powers of the Association, except those reserved to the members.

8. Own, operate, and maintain ditches, ponds, water wells, pumps, lines, and all appurtenant interests in land, facilities, and equipment therefor and for the operation thereof, for the provision of domestic water service to lots within the subdivision, or for the irrigating, and maintaining of open space, growing and harvesting of crops, and grazing animals within the common area; and limited common area; and irrigating land and maintaining ditches, ponds and appurtenant facilities on lots within the subdivision; and inspect and administer or limit the operation of wells in accordance with the decrees described in paragraph 13, infra, or any amendments thereof.

B. Assessments - Owners Obligations: Any assessment levied by the Association shall be the joint and several obligation of the Owner(s) of a Lot. Assessments shall be due and payable as specified by the Association and shall be delinquent twenty (20) days after the due date. In the event collection of delinquent assessments is undertaken by the Association, the delinquent Owner shall pay, in addition to the amount of the assessment, any costs incurred by the Association, including, but not limited to court costs, reasonable attorney fees and interest at 18% per annum from the due date of the Assessment until date of payment. No Owner may waive or otherwise escape liability for the assessments

provided for herein by non-use of the Common Area or abandonment of his Lot.

C. Assessment Lien. Any annual or special Assessments levied upon a Lot shall be a perpetual lien upon said Lot until such assessments and any interest, penalties and charges which may accrue thereon shall have been paid or the conditions of such assessment complied with; provided, however, that such lien shall be subordinate to the lien of any purchase money First Deed of Trust or Mortgage. Sale or transfer of any Lot shall not affect the Assessment Lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association may cause such lien to be recorded at any time after an assessment becomes delinquent.

D. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

1. All properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to a public use;

2. The Common Area;

3. The Limited Common Area;

4. Land leased to the Equestrian Association.

6. EQUESTRIAN ASSOCIATION:

A. The Association or the owners may organize an Equestrian Association which shall be a Colorado Corporation. The Equestrian Association may include, as voting members, persons who are not owners of SFRL's. The Equestrian Association may operate, on Common Area loaned or leased from the Association, an Equestrian Center, Stables and an Equestrian Events Area, which facilities may be separate or combined. The facilities may be constructed by the Association or the Equestrian Association. Nothing herein is a guarantee that Common Area will be available for such purpose, however.

B. The Equestrian Association may, by majority vote of its voting membership, create separate, non-voting classes of membership, which may include non-members of



the Pilgrim Downs Homeowners Association.

C. The Equestrian Association, if created, shall have all of the powers conferred on non-profit corporations by law, and in addition, shall have the right to make such reasonable charges for use of its facilities as it may deem necessary.

D. The Equestrian Association, if created, shall not be dissolved, nor its assets sold nor any lease with the Association cancelled without an affirmative vote of seventy-five percent (75%) of its voting members.

E. The owner(s) of each Lot shall be entitled to be Equestrian Association members and, unless restricted by Deed or agreement, shall have such grazing rights as may be specified by the Association, in its sole discretion. Equestrian Association Members who are not Lot Owners may be granted grazing rights in the Common Area, if any is available, in the discretion of the Association. It is the absolute responsibility and obligation of the owner of any horse allowed to graze on the Common Area, to assure that such horses do not interfere with the peaceful enjoyment of any Owner in and to the use of such Owners Lot and the Common Area or Limited Common Area. The responsibility and obligation herein set forth may be enforced by the Association or any aggrieved owner by injunction or any other legal means. In the event enforcement is required, or undertaken, the successful party may recover all costs and reasonable attorney fees incident to such action.

F. The Owners of each SFRL shall have a first right of refusal to purchase or lease up to two stalls in the Equestrian Association Stables (when and if constructed), which interest shall be evidenced by a deed or lease from the Equestrian Association. Stalls, if available, may be sold or leased upon such terms as may be agreed upon between the Equestrian Association and any other Equestrian Association Member. Stall owners may lease their stalls to non-members at their option.

G. The Equestrian Association, if created, shall be governed by and subject to the Laws of Colorado, these Covenants, its Articles and By-Laws, and each voting member or other member shall likewise be governed thereby.

**7 ARCHITECTURAL CONTROL COMMITTEE:**

A. The Architectural Control Committee (ACC) shall initially be comprised of three (3) persons designated by the Grantor. Upon transfer by the Grantor of the Common Area to the Association, the Association shall thereafter have the power to appoint the members of the ACC, and the Association may, in its discretion, increase the ACC to no more than five (5) members.

B. In the event of any vacancy in the ACC, the remaining member or members may continue to function and carry out the duties and obligations of the ACC. Any vacancy shall be filled within such time as may be reasonably practical by the Grantor or the Association (after transfer to the Association of the Common Area). In the event that there are no persons willing or able to serve as ACC members, the duties of the ACC shall be the responsibility of the Grantor or the Board of Directors of the Association (after transfer to the Association of the Common Area).

C. Duties of the ACC: No building or other structure shall be constructed, erected or maintained on any Lot, nor shall any addition thereto or change or alteration thereof be made until the complete plans and specifications (including, but not limited to, a color rendering, geologic soils site investigation and foundation report, the floor, elevation, plot and grading plans; provisions for off-road parking and locations of driveway access; the specifications of principal exterior materials, complete landscape plans, color schemes and the location, character and method of utilization of all utilities) have been submitted to the ACC and approved by it in writing. Owners of Lots within the Subdivision are encouraged to consult with the ACC prior to and during the preparation of such plans and specifications in order to avoid withholding of or delay in approval.

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

In passing upon all such plans and specifications, the ACC shall take into

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

D. Upon submission of plans and specifications to the ACC, the ACC shall accept or reject such plans, in writing, within forty-five (45) days after submission. Such acceptance or rejection may be absolute or conditional and with or without recommendations for modification. In the event the ACC fails to act within the forty-five day period, such inaction shall not be deemed to be an approval of the submission, but shall entitle the Owner making the submission to a rebuttable presumption that the submission meets the general architectural control standards of the Subdivision.

No owner shall be entitled to seek any building permit or to commence construction of improvements on any Lot unless and until the ACC (or the Grantor, or Association) has given its written approval.

In the event the ACC has failed or refused to act within the forty-five (45) day period, any owner may apply to the Grantor or the Association (at such time as the Association has the power to appoint the ACC) for written approval of the plans and specifications. If the Grantor or the Association have not responded approving or rejecting the plans in writing within thirty (30) days thereafter, it shall be conclusively presumed that the submission meets the general architectural control standards and the Owner may proceed with construction, in accordance with the submitted plans and specifications.

E. The ACC shall have all powers required to meet its duties and obligations as set forth in this Section and elsewhere in the Covenants.

F. In the event any litigation involving the duties of the ACC the successful party or parties may recover any and all costs incident to the litigation and reasonable attorney fees.

G. Nothing herein shall be interpreted to apply to structures existing at the time of recording of this Declaration, nor to the construction of the augmentation pond on Lot 18.

8. DRAINAGE. No vehicle entrance to any Lot in the Subdivision from any dedicated or platted road or street shall be constructed or used unless serviced by a constructed drainage culvert or drainage swale located and sized in a manner which shall first be approved in writing by the ACC. The ACC's action in reviewing such drainage plans shall be guided by the recommendations of the Road Superintendent of Eagle County, Colorado. Any work within a County road right-of-way requires a permit from the County Engineer.

9. EASEMENTS: Easements and rights of way are hereby reserved as shown or described on the recorded plats of the Subdivision. Easements are hereby reserved in the right of way of each road for water and all other utilities and for the benefit of each Lot in the Subdivision, and there is hereby granted a non-exclusive easement for utility and drainage purposes over, above, and across that portion of each Lot, seven and one-half (7 1/2) feet from each lateral boundary of the Lot not contiguous to a dedicated or platted road.

There is hereby further reserved to the Declarant and to the Association an access easement to any and all water wells located on any SFRL in the development for the purposes of construction, operation, maintenance, repair, replacement, enlargement, inspection, and administration or limiting of operation of said wells in accordance with the decrees described in paragraph 13, infra, or any amendments thereof, and in accordance

with the Articles and By-Laws of the Homeowners Association. There is further reserved to the Declarant and to the Association easements for ditches and ponds, as shown on the final plat. There is further reserved to the Declarant and to the Association an easement over and across any lot within the subdivision for the purpose of irrigating land, maintaining ditches, ponds and appurtenant facilities.

10. PHASES OF DEVELOPMENT. At the time of recording of this Declaration, plats for Filings 1 and 2 of Pilgrim Downs Subdivision are of record. Said Filings and the Lots, roads and other components of said Filings are made expressly subject to this Declaration.

Grantor may, but is not obligated to, dedicate or subject future filings to this Declaration. In the event Grantor elects to dedicate or subject future filings to this Declaration he shall, prior to the recording of any deed to any platted lot shown on such filing, cause to be recorded a separate document setting forth that the filing, as platted, is specifically made subject hereto.

11. FENCES: No fence, wall or similar type barrier of any kind shall be constructed, erected, or maintained on any Lot, except such fences or walls as may be approved by the ACC as an integral or decorative part of a building to be erected on a Lot. The ACC shall approve on application after completion of a residential structure, a fence around all or part of an SFRL; provided, however, that such fence is architecturally compatible with the project, as provided in the ACC guidelines.

12. SIGNS: No signs, billboards or other advertising structure of any kind shall be erected, constructed or maintained on any Lot or the Common Area for any purpose whatsoever, except such signs as have been approved by the ACC or the Association, either for identification of residences or other approved uses.

13. WATER AND SANITATION:

A. All water rights and water diversion structures owned by the HOA

shall be administered by the HOA in accordance with the Plan for Augmentation adjudicated in Case Nos. 81CW60 and 80CW549 in the District Court in and for Water Division No. 5, State of Colorado, on February 22, 1982, and recorded in the Office of the Clerk and Recorder of Eagle County in Book 339 at Page 967, Reception No. 236317, and in Book 339 at Page 968, Reception No. 236318, and in Case No. 82CW77, recorded in the Office of the Clerk and Recorder of Eagle County in Book 354 at Page 421, Reception No. 250756, and currently pending Case No. 83CW141 in the District Court in and for Water Division No. 5, State of Colorado, as any or all of said decrees may be amended, and any water rights decrees under which wells and/or irrigation systems operate. The decrees entered in the above-cited cases are incorporated herein by reference and shall be binding on the HOA and its individual members and the Equestrian Association and its members.

B. Wells. The physical domestic water supply for the Pilgrim Downs Subdivision shall be provided by up to nineteen (19) individual wells which may be located as follows: one well on each individual SFRL, and one well on the Equestrian Center Tract A, except that one well may serve more than one SFRL. The rates of division and exact locations of each well shall be as set forth in the final decree in Case No. 83CW141 or at the points of diversion of the wells described in the Plan for Augmentation adjudicated in Case Nos. 81CW60 and 80CW549, Water Division No. 5, State of Colorado, or at such locations as the Declarant may determine. The HOA shall own all wells and waterlines, if such lines are located outside the lot serviced by said lines. The individual lot owners shall own, operate and maintain all pumps and water service lines that are located within the lot to be serviced by said lines. Maintenance, operation, and replacement of each individual well shall be the responsibility of the HOA, and the HOA shall be allowed a reasonable right of inspection and right of ingress and egress for the purpose of inspection or administration or limiting operation of wells in accordance with the decrees described in subparagraph 13(A), supra, or any amendments thereof, and in accordance with the Articles and By-Laws of the Homeowners Association.

C. Lawn Irrigation. Each SFRL shall be limited to a maximum of 3,000 square feet of irrigated lawn and garden space through domestic wells. Should any original SFRL be further subdivided, the total maximum irrigated lawn and garden space for all such new lots combined shall be 3,000 square feet.

D. Horses. Each lot owner shall be allowed up to four (4) horses per SFRL as permitted by Case Nos. 81CW60 and 80CW549, Water Division No. 5, State of Colorado.

E. Sanitation. Wastewater systems will be permitted as approved by the Health Department, Eagle County, Colorado. All such waste water systems shall be of the non-evaporative type.

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

15. LIVESTOCK: No animals, livestock, horses or poultry may be kept, raised or bred in the Subdivision, except as specifically set forth in these Covenants or the Association's By-Laws, or as permitted in relation to the Equestrian Association.

1. Dogs, cats or similar household pets may reside on any Lot, but shall not be allowed to run at large in the Subdivision. All Lot owners with pets must have an approved fenced area within their property to contain such pet. Any animal running at large and/or not under the reasonable control of the Owners shall be deemed a nuisance and may be apprehended and impounded by any Member of the Association, ACC or appropriate County Official for impoundment in the County Animal Shelter in accordance with the then existing County Animal Control Ordinance. The Owner shall be entitled to recover said animal within ten (10) days, after paying a fee as fixed by the County Animal Shelter. If at the expiration of said ten (10) day period the Owner has failed to reclaim

the animal and/or pay the fee, the animal shall then be entrusted to the appropriate governmental agency or humane society chapter for permanent disposal.

16. TREES. Trees naturally existing upon any Lot, or the Common Area, except to the extent necessary for construction purposes, shall not be cut, trimmed or removed from the properties, except that the ACC may recommend or approve some cutting, removing, thinning or trimming if it seems desirable.

17. SET BACK REQUIREMENTS: There shall be no general rule for the location of improvements with relation to property lines, but all actual construction sites shall receive the advance approval of the ACC and meet all Eagle County Subdivision and PUD set back requirements.

1. Off road vehicle parking shall be provided on each SFRL in a ratio of two and one-half parking units for each dwelling unit.

2. Unless otherwise approved by the ACC, each parking unit shall contain 300 square feet including drives between parking rows and shall be located entirely within the Lot.

18. LANDSCAPING: All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses; but the ACC may approve construction of gardens, lawns and similar appurtenant areas.

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

20. CONTINUITY OF CONSTRUCTION. All structures commenced in the Subdivision shall be prosecuted diligently to completion and shall be completed within twelve months of commencement unless an exception or extension is granted in writing by the ACC.

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



of the Grantor or any officer, director or ACC member for acts in willful and wanton disregard of his obligations and duties.

26. OUT BUILDINGS: No detached structures other than secondary residences, or a horse barn not exceeding four stall capacity, of any type shall be permitted on any Lot except upon the express written approval of the ACC. Any such detached structure shall be architecturally compatible as specified in the Declaration. No secondary residential unit or any other structure may be subdivided from the primary structure.

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

28. EFFECT AND DURATION OF COVENANTS: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each Lot in the Subdivision, and each Owner of property therein, his successors, representatives, and assigns and shall continue in full force and effect until amended or revoked, as hereinafter provided.

29. AMENDMENT: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be abandoned, terminated, or amended except by written consent of the owners of seventy percent (70%) of the land and seventy percent (70%) of the SFRL's included within the boundaries of the Subdivision and by approval of the Board of County Commissioners of Eagle County, Colorado, and by approval of sixty percent (60%) of the holders of First Deeds of Trust or Mortgages on SFRL's.

30. ENFORCEMENT: If any person shall violate or threaten to violate any of the provisions of these Covenants, or the Association's By-Laws or Rules and Regulations, it shall be lawful for the Association or the ACC the Board of County Commissioners of Eagle County, Colorado, or any person or persons owning real property in the Subdivision

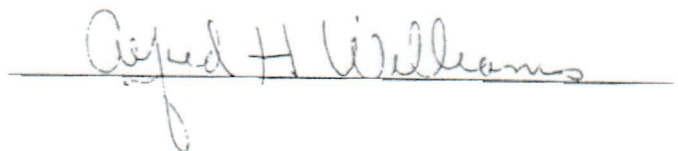
to institute proceedings at law or in equity to enforce the provisions of said documents, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable costs and attorney fees, for such violations.

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

32. INTERPRETATION: In interpreting and enforcing these Covenants and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, the Statutes of the State of Colorado shall first control (except to the extent that any such statute permits a variation to be contained in the Covenants, Articles of Incorporation, By-Laws and/or Rules or Regulations, in which case the statute shall not control); the Covenants shall next control the enforcement and interpretation, followed in descending order by the Articles of Incorporation, then the By-Laws and lastly the Rules and Regulations of the Association.

33. MINIMUM SQUARE FOOTAGE: All primary single family residences must have at least 2,200 square feet of living space and in addition shall have an attached garage, which floor space shall NOT be included in the 2,200 square feet of living space. Lot coverage must be at least 1,500 square feet. Secondary residences may not exceed 1,200 square feet of liveable space. The total primary/secondary liveable area on any lot may not exceed 6,000 square feet.

ALFRED H. WILLIAMS

A handwritten signature in cursive script, reading "Alfred H. Williams", is written over a horizontal line.

STATE OF COLORADO

COUNTY OF DENVER

)  
)  
)

SS

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, 1983, by Alfred H. Williams.

Witness my hand and official seal.

(SEAL)



Margaret M. Hill  
Notary Public  
Address \_\_\_\_\_  
My Commission Expires **Nov. 8, 1986**  
Expires **1666 So. University Blvd.**  
**Denver, CO 80210**