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STATE OF COLORADO, COUNTY OF EAGLE BOOK _____
PAGE _____ RECORDED AT _____ M. _____
RECEPTION NO. _____ JOHNNETTE PHILLIPS,
RECORDER.

Restatement of and Third Amendment to 8/23/82
Protective Covenants of Wildridge Subdivision
In the Town of Avon, Eagle County, Colorado

WHEREAS, Wildridge Development Company exercises its power pursuant to Paragraph 32 of the Protective Covenants of Wildridge Subdivision as recorded on July 12, 1979 in Book 288 at Page 123, Reception No. 184524 and hereby amends in total the above referenced Protective Covenants and amendment thereto;

WHEREAS, Wildridge Development Company desires to place certain restrictions on the use of the subject land for the benefit of WDC and the grantees, successors or assigns of WDC in order to establish and maintain the character and value of real estate in the vicinity of the Town of Avon.

NOW THEREFORE, in consideration of the premises, the WDC for itself and its grantees, successors and assigns does hereby impose, establish, publish, acknowledge, declare and agree with, to and for the benefit of all persons who may acquire an interest in any of the tracts or lots in the Wildridge Subdivision subject to the following restrictions, covenants, and conditions, all of which shall be deemed to run with the land and inure to the benefit of and be binding upon the WDC, its respective grantees, successors and assigns.

1. Definitions:

As used herein the following words and terms shall have the following meanings:

1.1. Architectural and Landscape Design Guidelines - Design Guidelines under separate cover, which set forth the design and siting of buildings and grading and landscaping of property.

1.2a. Committee - The Covenants Committee established to administer and enforce provisions of these Covenants.

1.2b. DRB - Design Review Board of the Town of Avon.

1.2c. AMD - Avon Metropolitan (water and fire) District.

1.2d. UEVSD - Upper Eagle Valley Sanitation (sewer) District.

1.2e. Town - Town of Avon, Colorado.

- 1.3. Light Commercial - Retail sales and commercial service uses limited to food, groceries, household and automotive items limited to the sale of gasoline, oil, and related products, but not automotive repairs, provided for the convenience of Wildridge residents, their guests, and visitors; caretaker apartment units and municipal services are included in light commercial.
- 1.4. Dwelling Unit - One or more rooms in addition to a kitchen and bath facilities, in a permanent building, designed for and used as a dwelling exclusively by one family or one or more human beings as an independent housekeeping unit and independent of other such families; such dwelling units shall not include mobile homes, hotels, lodge units, clubs, hospitals, temporary structures such as tents, railroad cars, trailers, motor homes or campers, campers, street cars, metal prefabricated sections or similar units.
- 1.5. Duplex Residential Lot - A lot which can be used solely for residential purposes and upon which not more than one building, containing no more than two dwelling units attached by at least one common wall or floor, together with not more than one garage outbuilding, may be constructed.
- 1.6. Lot - A lot located in the Subdivision.
- 1.7. Multiple Unit Residential Lot - A lot which can be used solely for multiple family residential dwelling purposes (condominiums, townhouses and apartments) and upon which the number of condominium, townhouse or apartment units to be constructed shall be as shown on the Subdivision Plat provided that all provisions of these protective covenants are otherwise complied with.
- 1.8. Subdivision - The Subdivision as recorded in the Office of the County Clerk of the County of Eagle, Colorado.
- 1.9. Open Space Tract - May be used for municipal and utility facilities and easements when permitted by the Owner and Town of Avon. Also such tracts may be used for emergency and maintenance vehicles, pedestrians, bicyclists and cross-country skiers and may be landscaped and used by the WDC or Town as a picnic area upon which there may be constructed and maintained picnic shelters, tables, benches, park benches, fireplaces, barbecue pits, trash containers and related equipment storage buildings. Hikers, pedestrians, skiers and bicyclists are expressly permitted to travel on a Tract provided the surface of the Tract is not unreasonably damaged by said activities.

Open space tracts are that portion of the subdivision held in trust by WDC and used to provide common access to the public open space for residents and visitors to the subdivision and the public in general. No part of a Tract shall

be used for camping or overnight stays by any person or persons, nor shall there be permitted, within or upon the Tract, any informal or organized public or private gathering nor any other act by any person or persons (except hereinafter expressly permitted), which in the judgement of the WDC, the Committee, or the DRB may deface, alter, destroy or damage the natural condition of the vegetation or the aesthetic values of the natural environment quality of the Tract.

Improvements necessary, desirable, or convenient for the provision and maintenance of utility services may be constructed and maintained through or under the Tract land, provided that such improvements shall not cause permanent disruption or alteration to the surface of the Tract.

1.10. Gross Residential Floor Area - "Gross residential floor area" means the total floor area within the enclosing walls of dwelling units, including closets, service areas, and interior walls within the units, but excluding balconies, hallways, corridors, stairwells, garages, and service areas outside the dwelling unit enclosures, and uninhabitable heating or mechanical equipment areas.

1.11 Park Tract - A tract of land upon which community recreational activities may be enjoyed, and may include the construction and placing of facilities for such activities.

Additionally, a Park Tract may be used for municipal and utility facilities and easements and for emergency and maintenance vehicles when permitted by the owner and the Town of Avon, Colorado.

1.12 Plat - The Subdivision Plat as recorded in the Office of the County Clerk of the County of Eagle, Colorado.

2. Land Uses:

The Subdivision shall be used for the following purposes:

<u>BLOCK 1</u>	
LOT 1	10 UNITS
LOT 2	8 UNITS
LOTS 3 & 4	4 UNITS EACH
LOTS 5-8	6 UNITS EACH
LOTS 9-11	4 UNITS EACH
LOT 12	2 UNITS
LOTS 13 & 14	DELETED
LOT 15	4 UNITS
LOT 16	5 UNITS
LOTS 17 & 18	4 UNITS EACH
LOTS 19-75	2 UNITS EACH
LOT 76	6 UNITS
LOT 77	4 UNITS

LAND USES (Continued):

LOTS 78 & 79	6 UNITS EACH
LOTS 80-89	4 UNITS EACH
LOTS 90-100	2 UNITS EACH
LOTS 101 & 102	4 UNITS EACH
LOTS 103-110	2 UNITS EACH
LOT 111	7 UNITS
LOTS 112-116	1 UNIT EACH

BLOCK 2

LOTS 1-3	4 UNITS EACH
LOTS 4-12	2 UNITS EACH
LOT 13	4 UNITS
LOT 14	6 UNITS
LOTS 15 & 16	2 UNITS EACH
LOTS 17 & 18	4 UNITS EACH
LOTS 19-24	2 UNITS EACH
LOT 25	4 UNITS
LOTS 26-42	2 UNITS EACH
LOTS 43-46	4 UNITS EACH
LOTS 47-56	2 UNITS EACH

BLOCK 3

LOTS 1-46	2 UNITS EACH
LOT 47	1 UNIT
LOTS 48-59	2 UNITS EACH
LOT 60	1 UNIT
LOTS 61-71	2 UNITS EACH

BLOCK 4

LOTS 1-11	2 UNITS EACH
LOT 12	1 UNIT
LOTS 13 & 14	2 UNITS EACH
LOT 15	1 UNIT
LOTS 16-28	2 UNITS EACH
LOTS 29-32	DELETED
LOTS 33-38	2 UNITS EACH
LOT 39	4 UNITS (2 Duplexes or 1 Fourplex)
LOTS 40 & 41	2 UNITS EACH
LOTS 42 & 43	4 UNITS EACH
LOTS 44-54	2 UNITS EACH
LOT 55	3 UNITS
LOTS 56-63	2 UNITS EACH

LAND USES (Continued):

LOT 64 4 UNITS
 LOTS 65-88 2 UNITS EACH
 LOTS 89 & 90 3 UNITS EACH
 LOT 91 DELETED

BLOCK 5

LOT 1 4 UNITS
 LOTS 2, 6, 8 6 UNITS EACH
 LOTS 3 & 5 5 UNITS EACH
 LOT 4 3 UNITS
 LOTS 7 & 10 10 UNITS EACH
 LOT 9 8 UNITS
 LOT 11 12 UNITS

TRACT A, E, thru N,P,Q,R Openspace/Drainage/
 Access
 TRACT B Light Commercial
 (4 Apartments)
 TRACT C, D Park
 TRACT O Drainage, Access and
 Utility

LAND USE SUMMARY

SINGLE FAMILY (1 UNIT)	9 LOTS	9 UNITS	8.07 ACRES
DUPLEX (2 UNITS)	267 LOTS	534 UNITS	241.12 ACRES
TRIPLEX (3 UNITS)	4 LOTS	12 UNITS	6.49 ACRES
FOURPLEX (4 UNITS)	36 LOTS	144 UNITS	36.62 ACRES
FIVEPLEX (5 UNITS)	3 LOTS	15 UNITS	2.50 ACRES
*4 UNIT	1 LOT	4 UNITS	2.46 ACRES
6 UNIT	11 LOTS	66 UNITS	10.80 ACRES
7 UNIT	1 LOT	7 UNITS	1.13 ACRES
8 UNIT	2 LOTS	16 UNITS	2.87 ACRES
10 UNIT	3 LOTS	30 UNITS	6.34 ACRES
12 UNIT	1 LOT	12 UNITS	2.30 ACRES
LIGHT COMMERCIAL	(1 TRACT)	(4 APARTMENTS)	0.38 ACRES
PARK	(2 TRACTS)		11.06 ACRES
OPEN SPACE/ACCESS/ DRAINAGE	(14 TRACTS)		294.43 ACRES
DRAINAGE/ACCESS/ UTILITY	(1 TRACT)		0.46 ACRES
ROAD RIGHT-OF-WAY			58.27 ACRES
	<u>338 LOTS</u>	<u>849 UNITS</u>	<u>685.30 ACRES</u>
	(18 TRACTS)		

*Block 4, Lot 39 shall have the allowed use of two duplex sites or one fourplex site on said lot.

3. Architectural and Landscape Design Guidelines: Design Guidelines for the Subdivision have been published under separate cover and are hereby adopted for use as provided for in these Covenants. It is intended that the Guidelines shall be followed to the extent possible by all builders, developers, property owners and residents of the Subdivision, and that the Committee, the DRB and all other agencies follow the Guidelines in their reviewing and permitting process.

The basic purpose of the Guidelines is to maintain the aesthetic and ecological qualities of the Subdivision by directing that all structures and landscaping be compatible with one another and, insofar as possible, are in harmony with the natural surroundings.

4. Covenants Committee: The Covenants Committee of the Subdivision is hereby established and shall be responsible for the administration and enforcement of the provisions of these Covenants and the Restrictions as set forth on the Subdivision Plat.

Membership of the Committee shall be at least three but not more than seven persons. The following named persons are hereby appointed to the initial Committee:

<u>Name</u>	<u>Address</u>
M. S. Blair	Avon, Colorado
L. D. Goad	Avon, Colorado
G. R. Stevens	Avon, Colorado
G. D. Rosenberg	Avon, Colorado
A. J. Wells	Avon, Colorado

Members of the Committee are appointed by and shall serve at the sole pleasure of the WDC. The Committee shall hold an organizational meeting to elect officers and establish operating rules and procedures; and it shall meet as required to consider and approve or disapprove applications for any proposed change in the existing state of the Subdivision or the Subdivision Plat.

It is the intention of the WDC that the Town and its DRB shall follow and utilize the Architectural and Landscape Design Guidelines and other appropriate provisions of these Covenants. The WDC shall monitor proceedings of the Town and its DRB regarding actions pertaining to the Subdivision and shall, when determined necessary, have the Committee meet and consider any particular proposed activity. In this connection, the Committee shall consider any action taken by the Town or its DRB to be tantamount to a decision by the Committee unless within seven days the Committee notifies the Town or the DRB and the person(s) involved of the Committee's objections to such decisions. In such event the operating rules and procedures of the Committee shall be followed.

5. Plans and Specifications: Plans and specifications submitted hereunder to the Committee shall show the nature, kind, shape, height, materials, floor plans, location, exterior color scheme, alterations, grading, drainage, erosion control, and all other matters necessary for the Committee to properly consider and make a determination thereon. The Committee shall disapprove any plans and specifications submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

No exterior improvements of any kind, including driveways leading to the various structures within the Subdivision shall ever be constructed, remodeled, or altered in any fashion on any lands within the Subdivision, nor may any vegetation be altered or destroyed, nor any landscaping performed unless plans and specifications for such construction or alteration or landscaping are submitted to and approved by the DRB and the Town, as applicable, and the Committee, when necessary, prior to the commencement of such work.

6. Variances: Under certain circumstances, such as topography, location of trees, brush, rock outcroppings, area aesthetic considerations, view or other matters, the Committee may by a two-thirds vote allow reasonable variances so long as such variance is not in conflict with Town regulations to these covenants. Approval by adjoining property owners of such variances shall be favorably considered by the Committee in any such decisions.

After approval of any proposed change, the same shall be completed with due diligence in conformity with conditions of approval. Failure to accomplish the change within one year after date of approval or to complete the change in accordance with terms of approval shall operate automatically to revoke the approval and the WDC may require the property to be restored as nearly as possible to its previous state. The time for completion of any such work may be extended by the Committee.

The Committee shall exercise its best judgment to see that all improvements, structures, landscaping, and all alterations on the lands within the Subdivision conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siding, height, topography, grade, drainage, erosion control and finished ground elevation.

7. Liability: The Committee, WDC or any other Owner shall not be liable in damages to any person or association submitting any plans and specifications or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such plans

and specifications. Any Owner submitting or causing to be submitted any plans and specifications to the Committee agrees and covenants that he will not bring any action or suit to recover damages against the Committee, WDC or any other Owner collectively, its members individually or its advisors, employees or agents.

8. Records: The Committee shall keep and safeguard for at least five (5) years complete permanent written records of all applications for approval submitted to it, including one set of all plans and specifications so submitted and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.

9. Drainage: All plans and specifications for structures and the construction of such structures shall maintain the drainage easements and rights-of-way within the subdivision free and clear and unobstructed. No structure, road or other facility which encroaches upon or crosses any such drainage easement or right-of-way shall be constructed without prior approval from the Town, the DRB or the Committee as applicable.

10. Easements: Easements and rights-of-way are hereby reserved as shown or described on the recorded Plat of the Subdivision. In addition, the following easements and rights-of-way are reserved:

a. Easements in the road rights-of-way of each road for water, sewer, electrical and other utilities, together with the installation, repair and maintenance thereof;

b. General easements maintained in perpetuity over and across all Tracts in the Subdivision in favor of WDC for installation, repair, improvements, removal and maintenance of utility facilities including water, water drainage, water storage, energy transmission, energy storage, communication and similar services. Provided, however, that the use and exercise of said easement shall not disturb improvements, including walks, drives, fences or landscaping, existing upon a Tract at the time of exercise or use of said easement;

c. In addition to typical utility and drainage easements shown on the Plat, easements ten (10) feet in width except where otherwise noted on the Plat, are reserved along each side of every public roadway for slope maintenance, drainage and snow storage.

11. Water and Sewage: Each structure designed for occupancy or use by human beings shall connect with the water facilities of the Avon Metropolitan District and the sewage facilities of the Upper Eagle Valley Sanitation District. No private well shall be used as a source of water for human consumption in the Subdivision nor shall any facility other than those provided by the Upper Eagle Valley Sanitation District be used for the disposal of sewage. Groundwater wells for irrigating openspace and

park tracts, rights-of-way and certain private landscaped areas may be established with the permission of the Committee, the Town and the DRB.

12. Fences: The objective of the WDC is to provide for the free and uninhibited movement of all wildlife, and in approving any fence or walls the Committee, the Town and the DRB shall consider such objective. The fencing of entire lots is discouraged and may be prohibited in order to maintain the objective of this paragraph. No fence, other than a split wood rail fence, or wall or similar type barrier of any kind shall be constructed, erected or maintained on any lot unless approved by the DRB, except such functional or decorative fences or walls as may be approved as an integral or decorative part of a building to be erected on a lot. Chain link fences will not be permitted.

13. Design Criteria: (Further described in the Architectural and Landscape Design Guidelines.)

13.1. Building Height - Block 1 Height Restrictions: Lots 112, 113, and 116 shall have no part of any structure on these lots of greater than 24 feet, and Lots 114 and 115 shall have no part of any structure greater than 18 feet, above finished road centerline elevation at center of lot frontage. No structure located on any other lot shall exceed three stories or thirty-five feet in height measured for the natural grade at the midpoint of the structure.

13.2. Building Setbacks - Building setbacks are established on the Plat. As a general rule, a 25-foot setback from the street and a 10-foot setback from the rear and side lot lines will be required. However, Lots 113, 114 and 116 have restrictive building envelopes described on the Plat within which any portion of any permanent structure must be built.

13.3. Floor Area - No building containing either one or two living units shall be permitted or created on any site with gross residential floor area (GRFA) (as that term is defined in these Covenants) exclusive of open porches, patios, terraces and garages of less than 1,200 square feet and not greater than 6,000 square feet.

13.4. Materials and Colors - Materials and colors are specified in the Design Guidelines. The use of natural types of materials, such as wood and stone are encouraged; however, brick and stucco will be permitted only after careful review and approval by the DRB. The colors of materials shall be generally subdued to blend with colors of the natural landscape. Earth tones are recommended although occasional accent colors used judiciously will be permitted. All exposed shiny metal such as flashings, chimney caps, gutters, etc., shall be painted or coated to blend with the structure.

13.5. Roofs - All roofs shall be of a material, color and texture approved by the DRB. No maximum or minimum pitch is specified except that wood shake roofs shall have a minimum pitch of 3:12. However, approval of roofs will be based on the visual impact of the roof from the neighboring sites, dwellings, roads and common areas and its suitability for the climatic conditions in the area.

13.6. Windows and Doors - All exterior windows and doors shall be of an approved color and finish. Aluminum windows, doors and screen frames will not be allowed, unless with a colored anodized finish.

13.7. Garages - All garage spaces shall be fully enclosed. This specifically prohibits open or partially open carports. Visual impact of garage doors shall be minimized by such measures as siting of the dwelling, protective overhangs or projections, special door facing material and/or design.

13.8. Accessory Structures - Accessory structures shall be compatible in terms of design, materials and location with the main residential dwelling. All other enclosures will be compatible with the dwelling and the location, and design shall be subject to approval by the DRB.

13.9. Site Coverage - The maximum site coverage of a structure on any lot shall not exceed 50% of the site area. Areas of upper floor overhangs or projections less than 7 feet above finished grade will be included as part of site coverage.

14. Signs: No signs, billboards, poster boards or advertising structure of any kind shall be erected or maintained on any lot or structure for any purpose whatsoever, except such signs as have been approved by the DRB as reasonably necessary for the identification of residences and places of business and the sale thereof.

15. Trash and Garbage:

15.1. No trash, ashes or other refuse may be thrown or dumped on any land within the Subdivision nor shall the burning of refuse out of doors be permitted. No incinerator or other device for the burning of refuse indoors shall be constructed, installed or used by any person. Each property owner shall provide suitable receptacles for the collection of refuse. Such receptacles shall be screened from public view and protected from disturbance.

15.2. Trash, garbage or rubbish as used herein shall include waste, rejected, valueless or worthless matter, materials and debris, useless, unused, unwanted, or discarded articles from an ordinary household, waste from the preparation, cooking, and consumption of food, market refuse, waste from the handling of storage, preparation or sale of produce, tree branches, twigs, grass, shrub clippings, weeds, leaves, and other general yard and garden waste materials; but shall not

include food or food products to be prepared over outdoor open fires nor wood or other materials used for fuel in fireplaces.

16. Site Drainage and Grading:

16.1. Site drainage and grading shall be done with a minimum of disruption to the site and shall not drain to adjoining sites unless along a natural drainage path, nor cause a condition that could lead to soil erosion. The DRB will review any proposed driveway cut or other grading and the drainage plan for the adequacy of its reclamation provisions. In no situation shall regrading extend onto an adjacent site.

16.2. Driveway culverts, where required, will be installed by the Owner. Culverts shall be of a size and location as specified on the Road Construction Plans for the Subdivision as approved by and on file with the Town.

17. Landscaping: (Further described in the Architectural and Landscape Design Guidelines.) The concern of the WDC is to maintain the natural appearance of the Subdivision and the continuing maintenance of such appearance. Owners and their representatives or builders will be required to:

- a. Minimize site disruption from grading.
- b. Revegetate and restore ground cover for erosion control and appearance reasons.
- c. Use indigenous species of plant materials as established by the Design Guidelines.
- d. Select man-made elements that are not shiny or reflective but which blend and are compatible with the land.
- e. Use existing or natural drainage paths whenever possible.
- f. Consider and provide for snow storage and surface water runoff.
- g. Conserve and protect topsoil, vegetation, rock formations and unique landscape features.

The Committee and DRB require complete landscaping plans including but not limited to: adequate plant materials such as trees, shrubs, etc., and their costs thereof in their overall construction budget. The DRB requires underground automatic irrigation systems for all landscaped areas.

18. Parking:

18.1. No parking shall be permitted along the public or common roadways.

18.2. Off-street vehicle parking shall be provided on a ratio of two parking spaces for each dwelling unit on a lot located in the Subdivision. At least one of the two required parking spaces per dwelling unit shall be in a garage.

18.3. Unless otherwise approved by the DRB, each parking space exclusive of the drives between parking rows shall be a minimum of 10 feet wide and 20 feet long and shall be located entirely within the lot lines.

18.4. All campers, trailers, boats and similar-type recreational vehicles must be kept in a fully enclosed storage area.

18.5. Stabilized and permanently surfaced driveways and parking areas are required; the use of stable materials pervious to water is encouraged. All non-hard surfaced driveways and parking areas shall be constructed so as to contain edges and control erosion and wash outs. Materials used to create special paving patterns are subject to DRB approval.

19. Temporary Structures: No temporary structure, excavation, basement, trailer or tent will be permitted, except as may be determined to be necessary during construction and specifically authorized by the DRB in writing. A camping tent used occasionally on a lot by children for play or for special community recreation purposes is permitted.

20. Continuity of Construction: All structures commenced in the Subdivision shall be prosecuted diligently to completion and shall be completed within eighteen months of commencement unless an exception is granted in writing by the DRB.

21. Livestock and Pets: The keeping of livestock and animals, except dogs, cats and other household pets for personal enjoyment and not for commercial purposes, shall not be allowed. The keeping of such dogs, cats and other household pets shall be strictly governed by the applicable rules and regulations adopted by the Town of Avon. In addition, for the purpose of protecting deer and other wildlife, Owners are highly discouraged from bringing dogs and cats into the Subdivision. Any dogs or other pets or animals brought into the Subdivision shall be kept inside a building or when outside shall be on a leash no longer than 10 feet and completely under control of the Owner at all times. No pets will be allowed to roam at will throughout the Subdivision. No dog or other pet run or kennel facility shall be allowed. In the event of violation of this rule, the Committee, if necessary, will contact the proper authorities to impound the animal or to take any other action permitted by law.

22. Nuisance: No noxious or offensive activity shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance in the Subdivision.

23. Trees: No trees of a diameter of four (4) inches or greater shall be cut down or removed in the Subdivision except with the prior written approval of the DRB.
24. Exterior Mechanical Equipment: Water softeners, gas storage tanks, air conditioning equipment and other such equipment shall not be exposed to the public view.
25. Exterior Lighting: Exterior lighting that is subdued and whose light source is not directly visible from adjacent dwellings will be permitted for such purposes as illuminating entrances, decks, driveways and parking areas and other purposes as approved. Exterior lights are subject to prior approval by the DRB.
26. Utilities: All utility lines shall be located underground unless it is very disruptive and impractical to do so considering circumstances. All exterior electric panels shall be enclosed or screened from view with other than plant material.
27. Recreation Off-Road Vehicles: No person or group of persons shall operate a snowmobile, skimobile, skidoo, snocat or other similar type of snow vehicle or motorcycle, trail bike, ATV or similar motorized vehicle or any aircraft upon any public street, way, sidewalk, Tract, lot or any land within the Subdivision except for emergency or authorized maintenance purposes.
28. Common Driveway Entrance:
- 28.1. Driveway entrances, and culverts where needed, for common or adjacent use by adjacent lot owners is encouraged.
- 28.2. Common adjacent driveways and culverts shall be required for the following listed lots in the Subdivision:
- Lots 4 and 5, Block 1
- Lots 15 and 16, Block 2
29. Minimum Requirements: Requirements and standards set forth herein are to be considered minimums when applied and may be increased or expanded by the WDC or the Committee to maintain the purposes of these Covenants.
30. Use of Architectural and Landscape Design Guidelines: The WDC fully expects and intends that all Owners of property in the Subdivision and all residents, builders, developers, all workers, and all agencies, public and private, having jurisdiction in the Subdivision shall refer to, use and follow the Guidelines to the fullest extent possible.

31. Effect and Duration of Covenants: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and be binding upon each lot and Tract in the Subdivision and each owner of property therein, their respective successors, representatives and assigns, and shall continue in full force and effect until January 1, 2029, at which time they shall be automatically extended five successive terms of ten years each.

32. Amendment: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended, except by WDC up to and including November 1, 1982, and/or except by written consent of the "real property owners" of 75% of the surface area of the privately-owned land included within the boundaries of the Subdivision as the same may be then shown by the Plat on file in the Office of the Clerk and Recorder of Eagle County, Colorado. In determining the land included within the boundaries of the Subdivision, those parcels designated on the Final Plat as "Tract" shall be counted and shall be deemed to be owned by WDC.

33. Enforcement: Enforcement of these special conditions, stipulations and Protective Covenants shall rest with the WDC and the Committee, and shall occur whenever the Town or DRB fails to maintain satisfactory enforcement for the benefit of the property owners of the Subdivision. If any person shall violate or threaten to violate any of the provisions of this instrument, the Town of Avon, the DRB, the Committee or any property owner of the Subdivision, in addition to all other available remedies, may enforce the provisions of this instrument by instituting such proceedings at law or in equity as may be appropriate to enforce the provisions of this instrument, including a demand for injunctive relief to prevent or remedy the threatened or existing violation of these Covenants and for damages including reasonable attorneys' fees.

34. Penalties and Expenses of Enforcement; Liens for Non-Payment of Same: If any person shall violate any of the provisions of this instrument or the rules and regulations promulgated by the Committee pursuant to this instrument for which penalties are provided, or cause expenses to the Committee as a result of such violations, and fail to or refuse to pay such penalties or expenses, then such unpaid penalties or expenses shall be chargeable to the Owner, including interest, and shall constitute a lien thereon superior (prior) to all other liens and encumbrances except:

(a) Tax and special assessment liens in favor of any assessing unit; and

(b) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such

encumbrance and including additional advances made thereon prior to the creation of such a lien.

To evidence such a lien the Committee shall prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the owner of record of the subject property, and the legal description of the subject property. Such notice shall be signed by a member of the Committee and shall be recorded in the Office of the Clerk and Recorder of the County of Eagle, State of Colorado. Such lien for the penalties or expenses shall attach from the date of the failure of payment of said assessment of penalties or expenses, and may be enforced by foreclosure on the defaulting Owner's property by the Committee. In the event of such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorneys' fees. The Grantor hereunder shall have the power to bid on said real property at any foreclosure sale and to acquire and hold, lease, mortgage or convey the same.

The amount of any such penalties or expenses assessed against such real property shall also be a debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for any such unpaid penalties or expenses may be maintained without foreclosing or waiving the lien securing said debt.

Any mortgage holder or similar encumbrancer holding a lien on any real property in the Subdivision may pay any unpaid penalties or expenses created hereunder with respect to such real property, and upon such payment such encumbrancer shall have a lien on such real property for the amounts paid, said lien to be of the same priority as the lien of his respective encumbrance.

35. Definition of Property Owner: The WDC shall be considered a real property owner as of the effective date of these Covenants. However, as used in this instrument, the phrases "real property owner", "property owner", or "owner of real property" shall mean any natural person, partnership, corporation, association or other business entity or relationship which shall own an estate as a co-tenant or otherwise in fee simple any portion of the lands included within the boundaries of the Subdivision for a term of not less than five (5) years. Such phrases shall not include within their meaning the holder or owner of any lien or secured interest in lands or improvements thereon within the Subdivision, nor any person claiming an easement or right-of-way for utility, transportation or other purpose through, over or across any such lands.

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

Executed this 23rd day of August, 1982.

Wildridge Development Company,
a partnership

By: [Signature]
A. J. Wells, Agent

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The above and foregoing instrument was acknowledged before me this 23rd day of August, 1982, by A. J. Wells, an agent of Wildridge Development Company, a partnership.

My commission expires: 4-9-83

Witness my hand and official seal.



Rose Marie Faulkner
Notary Public

P.O. Box 5070, Canon, Co.
Address 81620