

96926

Vail Associates, Ltd., a
limited partnership,

TO

Whom It May Concern

PROTECTIVE COVENANTS OF VAIL
VILLAGE, SECOND FILING, EAGLE
COUNTY, COLORADO

RECEPTION NO. 96926
RECORDED: Book 174, Page 431

RECITES: WHEREAS, Vail Associates, Ltd., a limited partnership, is the owner of the following described lands:

A part of Section 6 and Section 7, Township 5 South, Range 80 West of the Sixth Principal Meridian, County of Eagle, State of Colorado, more particularly described as follows:
Commencing at the Northeast corner of said Section 7; thence S. 00°23'00" E. and along the East line of said Section 7 a distance of 37.40 feet to the North line of Vail Village - First Filing; thence N. 79 degrees 41'13" W. and along said North line and along the South line of U. S. Highway No. 6 a distance of 25.44 feet to the West line of said Vail Village - First Filing, and the Point of Beginning; thence S. 00 degrees 23'00" and along said West line a distance of 693.77 feet to the North line of Vail Village - First Filing; thence N. 75 degrees 27'00" W. and along said North line, a distance of 296.26 feet; thence N. 26 degrees 30'00" W. and along said North line a distance of 111.91 feet; thence N. 41 degrees 30'00" W. a distance of 240.00 feet; thence N. 55 degrees 00'00" W. a distance of 75.00 feet; thence N. 78 degrees 00'00" W. a distance of 100.00 feet; thence S. 65 degrees 00'00" W. a distance of 155.00 feet; thence S. 79 degrees 00'00" W. a distance of 290.00 feet; thence N. 67 degrees 00'00" W. a distance of 100.00 feet; thence N. 53 degrees 00'00" W. a distance of 175.00 feet; thence N. 59 degrees 00'00" W. a distance of 165.00 feet; thence N. 68 degrees 30'00" W. a distance of 175.00 feet; thence N. 46 degrees 48'52" E. a distance of 132.23 feet; thence N. 9 degrees 45'49" W. a distance of 99.14 feet; thence S. 79 degrees 33'15" W. a distance of 203.33 feet; thence S. 50 degrees 43'59" W. a distance of 90.24 feet; thence N. 81 degrees 13'41" W. a distance of 372.40 feet; thence S. 75 degrees 47'07" W. a distance of 290.17 feet; thence S. 20 degrees 31'04" W. a distance of 156.17 feet; thence S. 64 degrees 15'46" W. a distance of 425.69 feet; thence S. 87 degrees 01'24" W. a distance of 492.69 feet; thence S. 72 degrees 04'25" W. a distance of 510.17 feet; thence S. 78 degrees 36'34" W. a distance of 140.51 feet; thence S. 73 degrees 42'37" W. a distance of 280.00 feet; thence S. 76 degrees 58'51" W. a distance of 140.02 feet; thence S. 73 degrees 42'37" W. a distance of 145.00 feet; thence S. 79 degrees 03'56" W. a distance of 240.93 feet to a point on the West line of said Section 7; thence N. 0 degrees 06'06" E. and along said West line a distance of 135.00 feet to the southerly line of

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U. S. Highway No. 6; thence N. 73 degrees 42'37" E. and along said South line a distance of 1409.60 feet; thence N. 89 degrees 11'25" E. and along said South line a distance of 94.46 feet; thence N. 73 degrees 41'50" E. and along said South line a distance of 768.73 feet; thence N. 59 degrees 59'42" E. and along said South line a distance of 59.96 feet; thence N. 73 degrees 48'37" W. and along said South line a distance of 524.04 feet to a point on a curve; thence along said South line on an angle to the left of 0 degrees 3'54" and along a curve to the right having a radius of 1852.73 feet and a central angle of 26 degrees 33'47", a arc distance of 858.98 feet to a point of tangent; thence S. 79 degrees 41'13" E. and along said tangent and along said South line a distance of 59.84 feet; thence S. 85 degrees 24'31" E. and along said South line a distance of 100.29 feet; thence S. 79 degrees 41'13" E. and along said South line a distance of 1055.87 feet to the point of Beginning.

WHEREAS, Vail Associates, Ltd., hereinafter sometimes referred to as Owner, desires to place certain restrictions on the use of the Tracts, Blocks and Lots shown on the Map of Vail Village, Second Filing, for the benefit of itself, and its respective grantees, successors and assigns, in order to establish and maintain the character and value of real estate in Vail Village.

NOW, THEREFORE, in consideration of the premises, Vail Associates, Ltd., for itself and its respective grantees, successors and assigns, does hereby impose, establish, publish, acknowledge, declare and agree with, to and for the benefit of all persons who may hereafter purchase or lease and from time to time so own or hold any of the Tracts, Blocks and Lots in Vail Village, Second Filing, that they own and hold all of the lands in Vail Village, Second Filing, subject to the following restrictions, covenants, and conditions, all of which shall be deemed to run with the land and to inure to the benefit of and be binding upon the Owner, its respective grantees, successors and assigns.

1. PLANNING AND ARCHITECTURAL CONTROL COMMITTEE

1.1. Committee. The Planning and Architectural Control Committee, hereinafter referred to as The Committee, shall consist of five members who shall be designated by Owner, its successor or assigns, to review, study, and approve or reject proposed improvements within the area described in the Map of Vail Village, Second Filing, of which these restrictive covenants are made a part.

1.2. Rules. The Committee shall make such rules and by-laws and adopt such procedures as it may deem appropriate to govern its proceedings.

1.3. Approval of Plan. No building, out building, fence, wall or other improvement shall be constructed, erected or maintained on any Tract, Block or Lot, nor shall any addition thereto, or alteration therein be made, until plans and specifications showing the color, location, materials, landscaping, and such other information relating to

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such improvement as The Committee may reasonably require shall have been submitted to and approved by The Committee in writing.

1.4. Criteria. In passing upon such plans and specifications, The Committee shall consider:

1.4.1. the suitability of the improvement and materials of which it is to be constructed to the site upon which it is to be located;

1.4.2. the nature of adjacent and neighboring improvements;

1.4.3. the quality of the materials to be utilized in any proposed improvement; and

1.4.4. the effect of any proposed improvement on the outlook of any adjacent or neighboring property.

It shall be an objective of The Committee to make certain that no improvement will be so similar or so dissimilar to others in the vicinity that values, monetary or aesthetic, will be impaired.

1.5. Effect of The Committee's Failure to Act.

In the event The Committee fails to approve or disapprove plans and specifications submitted to it within sixty days of submission and no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be determined to have been fully complied with.

2. LAND USE.

The lands in Vail Village, Second Filing, shall be used for the following purposes:

2.1. The numbered Lots shall be used only for private residences, each to contain not more than two separate apartments.

2.2. The lettered Lots shall be used for apartments, retail shops, service shops, service stations, restaurants and tea-rooms, hotels, lodges, professional offices and medical clinics.

2.3. Tracts A through C shall be dedicated to such use as Vail Associates, Ltd., and its successors and assigns, shall designate, but in no event shall such designated use be inconsistent with these covenants.

3. EASEMENTS AND RIGHTS-OF-WAY.

3.1. Easements and rights-of-way for roads, lighting, heating, electricity, gas, telephone, water, sewerage, bridle paths, and pedestrian traffic, and any other kind of public or quasi public utility service are reserved as shown on the Map of Vail Village, Second Filing. No fence, wall, hedge, barrier or other improvement shall be erected or maintained along, on, across or within the areas reserved for easements and rights-of-way.

4. 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 Committee as reasonably necessary for the identification of residences and places of business.

5. WATER AND SEWAGE. Each structure designed for occupancy or use by human beings shall connect with the water and sewerage facilities of the

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Vail Water and Sanitation District. No private well shall be used as a source of water for human consumption or irrigation in Vail Village, Second Filing, nor shall any facility other than those provided by the Vail Water and Sanitation District be used for the disposal of sewage. Mechanical garbage disposal facilities shall be provided in each kitchen or food preparing area.

6. **TRASH AND GARBAGE.** No trash, ashes or other refuse may be thrown or dumped on any land within Vail Village, Second Filing. The burning of refuse out of doors shall not be permitted in Vail Village, Second Filing. No incinerators or other device for the burning of refuse indoors shall be constructed, installed or used by any person except as approved by The Committee. Each property owner shall provide suitable receptacles for the collection of refuse. Such receptacles shall be screened from public view and protected from disturbance.

7. **LIVESTOCK.** No animals, livestock, horses or poultry of any kind except dogs, cats and other household pets shall be kept, raised or bred in Vail Village, Second Filing, except in areas designated for such purposes by The Committee.

8. **TREES.** No trees shall be cut, trimmed or removed in Vail Village, Second Filing, except with prior written approval of The Committee and by persons designated by The Committee.

9. **SET BACK REQUIREMENTS.** There shall be no general requirements for the location of improvements with relation to property lines, but the location of each improvement must be approved in advance by The Committee. In determining the proper location for each improvement, The Committee shall consider the location of existing and future improvements on adjacent property, the wishes of adjacent property owners, and such other monetary or aesthetic considerations as it may deem appropriate.

10. **LANDSCAPING AND GARDENING.** All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses, except where such areas are to be improved by the construction of gardens, lawns, and exterior living areas, which will be permitted only after the plans therefor shall have been approved by The Committee.

11. **AREA REQUIREMENTS.** No structure designed for human use or habitation shall be constructed unless the aggregate floor area, exclusive of open porches, basements, carports and garages, shall be in excess of 900 square feet. The Committee shall determine from the design of the improvement whether an area which is partially below grade shall qualify as areas to be included within the minimum permissible area.

12. **TRADE NAMES.** No word, name, symbol, or combination thereof shall be used to identify for commercial purposes a house, structure, business or service in Vail Village, Second Filing, unless the same shall have been first approved in writing by The Committee.

13. **TEMPORARY STRUCTURES.** No temporary structure, excavation, basement, trailer or tent shall be permitted in Vail Village, Second Filing, except as may be necessary during construction and authorized by The Committee.

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14. CONTINUITY OF CONSTRUCTION. All structures commenced in Vail Village, Second Filing, shall be prosecuted diligently to completion and shall be completed within 12 months of commencement, except with written consent of The Committee.

15. NUISANCE. No noxious or offensive activity shall be carried on nor shall anything be done or permitted which shall constitute a public nuisance in Vail Village, Second Filing.

16. FENCES. No fences, walls or other barriers shall be permitted except with the written consent of The Committee.

17. EFFECT AND DURATION OF COVENANTS. The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in Vail Village, Second Filing, and each owner of property therein, his successors, representatives and assigns and shall continue in full force and effect until January 1, 1999, at which time they shall be automatically extended for 5 successive terms of 10 years each.

18. AMENDMENT. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the owners of 75% of the privately owned land included within the boundaries of Vail Village, Second Filing, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Eagle County, Colorado.

19. ENFORCEMENT. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in Vail Village, Second Filing, to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, for such violations.

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

EXECUTED this 8th day of January, 1963.

VAIL ASSOCIATES, LTD., A Limited Partnership

By Peter W Seibert

Peter W. Seibert - General Partner

THE VAIL CORPORATION -
General Partner

By George P. Caulkins, Jr.

George P. Caulkins, Jr.
Vice-President

ATTEST:

Keith L. Brown

Keith L. Brown

Secretary

(Corporate Seal)

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STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on January 8, 1963, by Peter W. Seibert, one of the General Partners of Vail Associates, Ltd., a limited partnership, and by George P. Caulkins, Jr., as Vice-President of The Vail Corporation, which corporation is the other General Partner of Vail Associates, Ltd.

WITNESS my hand and seal.

My commission expires: June 20, 1963.

(Notarial Seal)

Eva Lusk
Eva Lusk - Notary Public

FILED FOR RECORD: the 9 day of Jan. 1963 at 2:50 P.M.

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(T)

AMENDMENT OF PROTECTIVE COVENANTS
OF VAIL VILLAGE, SECOND FILING
EAGLE COUNTY, COLORADO
As to Lots 11, 12 and 31.

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WHEREAS, Vail Associates, Ltd., a Limited Partnership, and the Vail Water and Sanitation District are the owners of 75% of the privately owned land included within the boundaries of Vail Village, Second Filing, Eagle County, Colorado, as described in the protective covenants of Vail Village, Second Filing, recorded in Book 174 at page 431 in the records of the Clerk and Recorder of Eagle County, Colorado, and

WHEREAS, paragraph 18 of said protective covenants permits the owners of 75% of the privately owned land within said filing to amend said covenants, and

WHEREAS, Vail Associates, Ltd. and the Vail Water and Sanitation District desire to amend the limitations on the usage as to Lots 11, 12 and 31, Vail Village, Second Filing so that Lot 31 may be used by the Vail Water and Sanitation District for such uses and purposes as necessary in their operations for sanitary sewage disposal, and Lots 11 and 12 may be used for the storage of liquid propane, butane, natural gas, or other similar gases.

WHEREAS, said owners agree that this amendment will be mutually beneficial to all owners of property within Vail Village, Second Filing.

NOW THEREFORE, in consideration of the premises the owners for themselves and their respective grantees, successors, and assigns do hereby amend the protective covenants of Vail Village, Second Filing, Eagle County, Colorado, as to Lots 11, 12, and 31, as follows:

Lot 31, Vail Village, Second Filing may be used for such uses and purposes as necessary in the operation of sewage disposal systems.

Lots 11 and 12, Vail Village, Second Filing may be used, in addition to its other uses as set forth in the protective covenants, for the storage of liquid propane, butane, natural gas, or other similar gases.

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As hereby amended, said Owners do hereby ratify, approve, confirm and adopt the other provisions of said protective covenants of Vail Village, Second Filing.

Dated this 15th day of June, 1964.

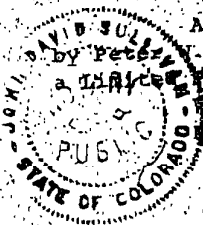
VAIL WATER AND SANITATION DISTRICT

By Keith L. Brown

VAIL ASSOCIATES, LTD.
a Limited Partnership

By [Signature]
General Partner

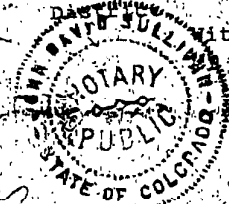
STATE OF COLORADO)
CITY & COUNTY OF DENVER) ss



Acknowledged before me this 15th day of June, 1964, by Peter Seibert, as General Partner of Vail Associates, Ltd., a Limited Partnership. Witness my hand and official seal. My commission expires August 9, 1965.

[Signature]
Notary Public

STATE OF COLORADO)
CITY & COUNTY OF DENVER) ss



Acknowledged before me this 15th day of June, 1964, by Keith L. Brown as President of Vail Water and Sanitation. Witness my hand and official seal. My commission expires August 9, 1965.

[Signature]
Notary Public

STATE OF COLORADO)
EAGLE COUNTY)
I hereby certify that this instrument was filed for record in my office this 15 day of June, 1964, at 10:00 o'clock A.M. and is duly recorded in Book 183 Page 250A
Thomas J. McGreen
County Clerk and Recorder

250A