

213242

DRAWER: 6 CARD 323 A

STATE OF COLORADO)
COUNTY OF TELLER)

DECLARATION OF PROTECTIVE COVENANTS

PREAMBLE AND AREA APPLICATION

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS the Declarant, EAGLECREST OF COLORADO, LTD., hereinafter sometimes called Subdivider, is the OWNER of all the following described property situate in the County of Teller and State of Colorado, to wit:

EAGLECREST OF COLORADO, LTD.

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deed to tracts in EAGLECREST OF COLORADO, LTD., hereinafter sometimes called Eaglecrest, hereby declares to and agrees with each and every person who shall be or who shall become owner of any of said tracts that said tracts, in addition to the ordinances of the County of Teller, Colorado, shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

1. Building Type and Use: All tracts shall be known and described as western ranch tracts and shall be used for ranches, residential homes and country estate/leisure-time homes except that one or more tracts may be used for the erection of a country club, community center or other similar establishment for the benefit of all owners of tracts in EAGLECREST. Only dwellings not to exceed three (3) stories in height and a private garage and/or carport shall be erected, altered, converted, placed or permitted to remain on EAGLECREST. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the existing house, shall be permitted subject to approval by the Architectural Committee.
2. Dwelling Size: The ground floor area of the main structure, exclusive of open porches, garages and basements, shall be not less than 600 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story.
3. Building Location: No building shall be erected nearer than thirty (30) feet to any boundary along a street, or so that any part of said building is closer than twenty-five (25) feet to any of the other boundary lines of said premises. In case of single ownership of more than one tract, this restriction shall apply to the parcel as a whole. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building.
4. Exceptions to Setback Restriction: Terraces, walls, fences, low platforms or steps, swimming pools and similar low, unroofed and unscreened construction may be erected outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties as shall be determined by the Architectural Committee and shall be in compliance with the prevailing zoning regulations. No construction of this type may be erected without the written approval of the Architectural Committee. No structure, wall, fence or hedge over five (5) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any tract within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Restriction 3 above.
5. Temporary Residences: Except as hereinbefore provided, no structure of temporary character, mobile home, camper, trailer, basement, tent or accessory building shall be used on any tract as a residence, temporarily or permanently; provided, however, Subdivider may grant a permit for such use and location during the construction phase of the permanent dwelling, and for vacation camping and vacation use, such permit to be in writing and with a time limitation.

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6. Time of Construction: Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the Architectural Committee, construction of that particular structure, wall, fence, residence, ancillary building, or other structure, shall be completed within one (1) year of the time such construction was initiated, except that Subdivider may extend the time of construction for additional periods under unusual circumstances. Such time extensions shall be in writing.

7. Easements: Easements for installation and maintenance of utilities, roadways, bridle paths, hiking trails and such other purposes incident to development of the property are reserved as shown on the recorded plat. Such easements will be kept open and readily accessible for use, service and maintenance.

8. Obstructions to Vision at Intersections: No fence, wall, hedge, tree, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight-line limitation shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or access road on any tract.

9. Nuisances: Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities shall be carried on upon any tract.

10. Refuse and Rubbish: Rubbish, junk, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, junk, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers shall not be visible from adjoining properties or from public streets. No trash, litter/junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises.

11. Clothes Drying Area: Outdoor clothes drying will be permitted only in the rear yard and in the case of corner lots must be not closer than sixty (60) feet from the side street line.

12. Signs: All signs displayed upon any of the premises or tracts must be first approved by Subdivider or by the Architectural Committee. This covenant does not preclude the display of builders or realty-type signs, or small professional signs, not to exceed one (1) square foot in area per side. Subdivider reserves right, however, to require modification or removal of such signs if deemed not in keeping with the area and subdivision decor.

13. Water and Sewage: All water wells and sewage disposal systems placed upon any tract shall comply with the requirements of the State of Colorado Health Department. No septic tank or field system shall be nearer than fifty (50) feet to any tract line except with the consent of the appropriate health official of the State, and no sewage, waste water, trash garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any tract. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected with a proper septic tank system yielding at least 80% clean affluent.

14. Animals: No animals or livestock of any kind shall be housed, raised or kept on any tract or property either temporarily or permanently, except that commonly accepted domestic pets may be kept provided they are not kept or maintained for any commercial purposes and except that one horse for each 2.0 acres of land owned may be kept for recreational purposes. No stables, corrals, or any structure for the housing or feeding of horses shall be located or placed closer than fifty (50) feet to any adjoining lot line nor closer than sixty (60) feet to a public street. All stables, corrals, or any structure for the housing or feeding of horses shall be approved as to location and design by the Architectural Committee and shall

be maintained in compliance with all lawful sanitary regulations. In case of single ownership or more than one tract then the setback restrictions of this covenant concerning horses shall apply to the parcel as a whole.

15. Clearing of Trees: There shall be no removal of trees from any lot except that which must be removed in connection with construction on the property, land-
scaping or that which is consistent with good conservation practices. In no event shall more than one of the trees on any tract be cut down, cleared or killed without approval of the Architectural Committee.

16. Right of Subdivider: Subdivider, its successors or assigns, expressly reserves the right:

a. from time to time to amend or revoke any restrictive covenants then in existence, but no such amendment or revocation shall apply to tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

b. to enter into agreements with the grantee of any lot or lots (without the consent of the grantee of other tracts or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision by the original Subdivider, its successors or assigns, and the grantees of other lots except as against the tract where such deviation is permitted.

c. to sell large portions of EAGLECREST area land, to which be excluded from the provisions of these covenants, and to place such restrictions thereon as the highest and best use of the land requires, except that Subdivider agrees to restrict such portions from industrial use and to provide adequate protection to adjacent tract owners to assure the lasting value and attractiveness of their property, in keeping with the spirit and intent of these covenants.

17. Term of Covenants: These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, changing said covenants in whole or part.

18. Architectural Committee:

a. Purpose: To assure, through intelligent architectural control of building design, placement and constructions, that EAGLECREST shall become and remain an exclusive, attractive residential community, and to uphold and enhance property values.

b. Membership: The Architectural Committee is composed of five (5) persons appointed by Subdivider, provided however, that after the erection of five (5) complete dwelling units within EAGLECREST, the owners of said units may, at their option, elect three (3) members of said committee. Term of membership on the committee is two years, after which time re-elections are held. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor except that Subdivider will be represented on the committee until ninety (90) per cent of the tracts in EAGLECREST are sold and until five (5) complete dwellings have been erected. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

c. Authority: No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any tract until the construction plans and specifications to include materials to be used and exterior color and a plan showing the location of the structure have been approved in writing by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures,

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CORRECTED COPY

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COUNTY OF TELLER)

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NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deed to tracts in EAGLECREST OF COLORADO, LTD., hereinafter sometimes called Eaglecrest, hereby declares to and agrees with each and every person who shall be or who shall become owner of any of said tracts that said tracts, in addition to the ordinances of the County of Teller, Colorado, shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

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c. to sell large portions of EAGLECREST area land, to which be excluded from the provisions of these covenants, and to place such restrictions thereon as the highest and best use of the land requires, except that Subdivider agrees to restrict such portions from industrial use and to provide adequate protection to adjacent tract owners to assure the lasting value and attractiveness of their property, in keeping with the spirit and intent of these covenants.

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and as to location with respect to other structures planned, to topography and to finished grade elevation. Disapproval of plans and specifications may be based on any grounds including purely aesthetic grounds.

d. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants herein requiring approval by the Architectural Committee shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed.

19. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Subdivider further reserves the right, whenever there shall have been an obvious violation of one or more of the provisions of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

20. Subdivider May Assign: EAGLEPEST OF COLORADO, LTD., may assign any and all of its rights, powers, obligations and privileges under this instrument to any corporation, association or person.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of December, A.D. 1971.

EAGLEPEST OF COLORADO, LTD.
A Limited Partnership

David L. Fournier, Jr.
General Partner

STATE OF COLORADO

COUNTY OF EL PASO

On this 17th day of December, 1971, before me, _____, Notary Public in and for the County of _____ and State of _____, appeared _____, known to me to be a general partner of the partnership that executed the within instrument, and acknowledged to me that said partnership executed the same.

My commission expires: _____

Notary Public

213406

DRAWER: 6 CARD 471A

STATE OF COLORADO)
)
 COUNTY OF TELLER)

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PREAMBLE AND AREA APPLICATION

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a. from time to time to amend or revoke any restrictive covenants then in existence, but no such amendment or revocation shall apply to tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

b. to enter into agreements with the grantee of any lot or lots (without the consent of the grantee of other tracts or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision by the original Subdivider, its successors or assigns, and the grantees of other lots except as against the tract where such deviation is permitted.

c. to sell large portions of EAGLECREST area land, to which be excluded from the provisions of these covenants, and to place such restrictions thereon as the highest and best use of the land requires, except that Subdivider agrees to restrict such portions from industrial use and to provide adequate protection to adjacent tract owners to assure the lasting value and attractiveness of their property, in keeping with the spirit and intent of these covenants.

17. Term of Covenants: These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, changing said covenants in whole or part.

18. Architectural Committee:

a. Purpose: To assure, through intelligent architectural control of building design, placement and constructions, that EAGLECREST shall become and remain an exclusive, attractive residential community, and to uphold and enhance property values.

b. Membership: The Architectural Committee is composed of five (5) persons appointed by Subdivider, provided however, that after the erection of five (5) complete dwelling units within EAGLECREST, the owners of said units may, at their option, elect three (3) members of said committee. Term of membership on the committee is two years, after which time re-elections are held. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor except that Subdivider will be represented on the committee until ninety (90) per cent of the tracts in EAGLECREST are sold and until five (5) complete dwellings have been erected. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

c. Authority: No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any tract until the construction plans and specifications to include materials to be used and exterior color and a plan showing the location of the structure have been approved in writing by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures,

and as to location with respect to other structures planned, to topography and to finished grade elevation. Disapproval of plans and specifications may be based on any grounds including purely aesthetic grounds.

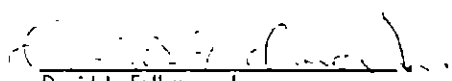
d. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants herein requiring approval by the Architectural Committee shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed.

19. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Subdivider further reserves the right, whenever there shall have been an obvious violation of one or more of the provisions of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

20. Subdivider May Assign: EAGLECREST OF COLORADO, LTD., may assign any and all of its rights, powers, obligations and privileges under this instrument to any corporation, association or person.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of December, A.D. 1971.

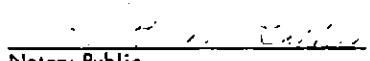
EAGLECREST OF COLORADO, LTD.
A Limited Partnership


David I. Folkman, Jr.
General Partner

STATE OF COLORADO)
)^{ss}
COUNTY OF EL PASO)

On this 17th day of December, 1971, before me, _____,
Notary Public in and for said county and state, personally appeared
DAVID I. FOLKMAN, JR., known to me to be a general partner of the partnership that
executed the within instrument, and acknowledged to me that such partnership executed
the same.

My commission expires _____.


Notary Public



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Patricia A Crowson
Teller County

FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Eaglecrest of Colorado, a Colorado limited partnership ("Eaglecrest"), was the original owner and subdivider of all the following described property situated in the County of Teller and State of Colorado, to wit: EAGLECREST OF COLORADO, LTD., SUBDIVISION NO. 1 (hereinafter, referred to as "Eaglecrest Subdivision No. 1").

WHEREAS, Eaglecrest filed Protective Covenants for the Eaglecrest Subdivision No. 1 attached as Exhibit A (the "Initial Covenants").

WHEREAS, the Initial Covenants provide at paragraph 17 that the Initial Covenants shall remain intact "unless an instrument signed by a majority of the then owners of the tracts has been recorded, changing said covenants in whole or part."

WHEREAS, this First Revised Declaration of Protective Covenants for Eaglecrest Subdivision No. 1 (the "Covenants"), has been executed by a majority of the current owners of tracts in Eaglecrest Subdivision No. 1 and recorded in the County of Teller, Colorado (the "County"),

WHEREAS, the Covenants shall supersede and replace the Initial Covenants, shall be binding on all current owners and subsequent owners of tracts Eaglecrest Subdivision No. 1, and shall run with the land, unless and until the Covenants are otherwise amended or changed in accordance with the provisions herein.

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors, assigns and all persons or concerns claiming by, through or under such grantees) of deed to tracts in Eaglecrest Subdivision No. 1., said tracts, in addition to the ordinances of the County, shall be and are hereby bound by the covenants set forth in these presents and the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

1. Building Type and Use: All tracts shall be know and described as Western Ranch tracts in accordance with the County Land Use Codes and shall be used for single family ranches, residential homes and country estates, vacation and/or leisure properties except, after agreement and approval of a majority of tract owners in writing, one or more tracts may be used for the erection of a community center/clubhouse, park/green area or other similar establishment for the benefit of all owners of tracts in Eaglecrest Subdivision No. 1. Only dwellings not to exceed three (3) stories in height and a private garage and/or carport shall be erected, altered, converted, placed or permitted to remain on any tract in Eaglecrest Subdivision No. 1, except appropriate ancillary buildings in keeping with the architecture of existing dwellings and the



character of the surrounding environment shall be permitted subject to approval by the Property Owners Committee, which shall exist as set forth herein (the "Committee").

2. Dwelling Size: The ground floor area of the main structure, exclusive of porches, garages and basements shall be not less than 600 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one-story.

3. Building Location: No dwelling, building or structure shall be erected nearer than thirty (30) feet to any boundary along a street, or so that any part of said building is closer than twenty-five (25) feet to any of the other boundary lines of any other tract. In the case of single ownership of more than one tract and/or proper consolidation and redefinition of multiple tracts as designated by the Committee and recorded with the County, this restriction shall apply to the parcel as a whole. For the purposes of these covenants, eaves, steps porches, decks, walkways and driveways shall be considered as part of the building.

4. Exceptions to Setback Restrictions: Terraces, walls, fences, low platforms or steps, and similar low, unroofed and unscreened construction may be erected outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties as shall be determined by the Committee and shall be in compliance with prevailing County ordinances and/or codes. No construction of this type may be erected without the written approval of the Committee. No structure, terrace, wall, fence or hedge over five (5) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any tract within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Restriction 3 above

5. Camping and Vacation Use: Except as herein provided, no structure of temporary character, mobile home, motor home, camper, trailer, basement, tent, accessory building or vehicle shall be erected or kept on any tract as a permanent residence or dwelling. The provisions of this paragraph shall not be interpreted in any way to prevent the owner of any tract from erecting any such structure for camping or vacation use; provided, however, such use is on a periodic and non-permanent basis in accordance with the County Land Use Code and for no more than sixty (60) days per calendar year. The provisions of this paragraph shall not be interpreted in any way to prevent the owner of any tract from storing any such structure on their respective tract for any period of time; provided, however, that no more than three (3) such structures may be stored on any tract at one time.

6. Time of Construction: Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the Committee, construction of that particular structure, wall, fence, residence, ancillary building or other structure, shall be completed within one (1) calendar year from the time such construction was initiated. The Committee may grant, after written request and submission of plans by owner, approval for additional time for unusual circumstances, for a specific and set time period, which such approval shall be in writing.



7. **Easements:** Easements for installation and maintenance of utilities, roadways, bridle paths, hiking trails and such other purposes incident to development of the property are reserved as shown on the recorded plat. Such easements will be kept open and readily accessible for use, service and maintenance.

8. **Obstruction to Vision at Intersections:** No fence, wall, hedge, tree, or shrub planting that obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded corner from the intersection of the street tract line extended. The same sight-line limitation shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or access road on any tract.

9. **Nuisances:** Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities shall be carried on upon any tract.

10. **Refuse and Rubbish:** Garbage, rubbish, junk, litter or other waste, inoperable vehicles and structures shall be kept and disposed of in a sanitary and timely manner. Containers or other equipment for the storage or disposal of garbage, rubbish, junk, litter or other waste shall not be visible from adjoining properties or public roadways or other public areas and shall be emptied weekly. Inoperable vehicles, vehicle parts and/or deteriorating structure(s) material or other refuse shall not be visible from adjoining properties or public roadways or other public areas and shall be removed and properly disposed of at a maximum of sixty (60) days. Violation of this covenant shall be determined by the Committee and may be abated by the Committee at the tract owner's expense.

11. **Clothes Drying Area:** Outdoor clothes drying will be permitted only in the rear yard and in the case of corner lots must not be closer than sixty (60) feet from the side street line.

12. **Signs:** All signs displayed upon any of the premises or tracts must be first approved by the Committee. This paragraph shall not be interpreted to preclude the temporary display of builder, realty or other signs related to the sale of any tract or building of any structure approved under the Covenants. The Committee shall have the right to require modification or removal of such signs deemed by the committee not in keeping with the neighborhood as a whole esthetics/décor or its atmosphere.

13. **Water and Sewage:** All water wells and sewage disposal systems placed upon any tract shall comply with the requirements of the State of Colorado Health Department. No septic tank or field system shall be nearer than fifty (50) feet to any tract line except with the consent of the appropriate health official of the state, and no sewage, waste water, trash garbage or debris shall be emptied, discharged, or permitted to drain on to any tract or into any body of water in or adjacent to the Eaglecrest Subdivision No. 1. No outside toilets or privies shall be permitted on any tract. All toilet/sanitary facilities must be a part of the residence/dwelling/garage and shall be of a modern flush type and connected with a proper septic tank system yielding at least 80%



clean affluent. Any structure as contemplated in paragraph 5 above for camping or vacation use shall have fully self-contained toilet/sanitary facilities and/or must be connected to a proper septic tank system yielding at least 80% clean affluent.

14. Animals: No animals or livestock of any kind shall be housed, raised or kept on any tract or property either temporarily or permanently, except that commonly accepted domestic pets may be kept provided they are not kept or maintained for any commercial purposes and except that one horse for each 2.0 acres of land owned may be kept for recreational purposes. No stables, corrals or any structure for the housing or feeding of horses shall be located or placed closer than fifty (50) feet to any adjoining lot line nor closer than sixty (60) feet to a public street. All stables, corrals, or any structure for the housing and feeding of horses shall be approved as to location and design by the COMMITTEE and shall be maintained in compliance with all lawful sanitary regulations. In case of single ownership of more than one tract then setback restrictions of this covenant concerning horses shall apply to the parcel as a whole.

15. Clearing of Trees: There shall be no removal of trees from any lot except that which must be removed in connection with construction on the property, landscaping or that which is consistent with good conservation practices. In no event shall more than 60% of the trees on any tract be cut down, cleared or killed without approval of the Committee.

16. Term of Covenants: These covenants and restrictions are to run with the land and shall remain in full force and effect for ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, changing said covenants in whole or part.

17. Property Owners Committee:

a. Purpose: The purpose of the Committee is to assure, through intelligent architectural control of building design, placement, construction and enforcement of established covenants, that Eagle crest Subdivision No. 1 shall become and remain an exclusive, attractive single family residential community, and to uphold and enhance property values.

b. Membership: The Committee will be composed of three (3) permanent, full-time, residential owners with a completed residence/dwelling unit within Eaglecrest Subdivision No. 1 and two (2) owners of vacant tracts. In the event, all of the tracts in Eaglecrest Subdivision No. 1 have been developed and no vacant land exists, the Committee shall consist of five (5) owners of tracts in Eaglecrest Subdivision No. 1. Each committee member shall be elected by a simple majority of all property owners within Eaglecrest Subdivision No. 1. The election of committee members shall occur no later than six months prior to the expiration of any member's term. Term of membership on the committee shall be for two years. Elections shall be conducted by ballots to be mailed to the permanent residence of each owner. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor member. No member of the committee shall be entitled to compensation for services performed pursuant to this covenant. All decisions rendered by the Committee shall be by simple majority.



c. Authority: No structure, except those contemplated under paragraph 5, including walls and fences, shall be erected, converted, placed, added to or altered on any tract until the construction plans and specifications to include materials to be used and exterior color and a plan showing the location of the structure have been approved in writing by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to other structures planned, to topography and to limited grade elevation.

d. Procedure Regarding Construction: All requests to the Committee and the Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within sixty (60) days after any written requests or plans and specifications have been submitted, approval will not be required and the related covenants herein requiring approval by the Committee shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed. Any notice or request to be submitted in writing to the Committee in accordance with these covenants shall be deemed properly submitted if sent by regular U.S. mail to any member of the Committee.

18. Enforcement of The Covenants:

a. Restriction on Right to Enforce: In the event that any owner of a tract in Eaglecrest Subdivision No. 1 or the Committee shall have a complaint against any other owner for an alleged violation of any of the Covenants, the following procedures must be followed prior to any action being taken in court to enforce the Covenants. The owners of tracts in Eaglecrest Subdivision No. 1 expressly agree and understand that any action filed in any court to enforce the provisions of the Covenants shall be itself a violation of the Covenants and unenforceable unless the provisions of this paragraph 18 have been exhausted. The owners of tracts in Eaglecrest Subdivision No. 1 expressly agree and understand that the provisions of this paragraph 18 are a limitation on their right to enforce any alleged violation of the Covenants.

b. Committee Review: Any owner of a tract in Eaglecrest Subdivision No. 1 or the Committee, who alleges a violation of the Covenants against another owner of a tract in Eaglecrest Subdivision No. 1 (the "Alleger") shall first submit a notification of alleged covenant violations in writing to the owner of the tract with the alleged violations (the "Alleegee") requesting that such owner remove, modify, or fix such alleged violation or otherwise comply with the Covenants. If after thirty (30) days from the receipt of such notification of alleged covenant violations, the Alleegee fails to remove, modify, fix or otherwise comply with the Covenants as requested, the Alleger shall submit a complaint of alleged covenant violations to the Committee in writing. The Committee shall investigate and review any such allegations. Within sixty (60) days of the receipt of the complaint of alleged covenant violations, the Committee shall notify the Alleger and the Alleegee that it agrees that the Alleegee is violating the Covenants or that the Committee has found no evidence of a violation. In the event that the Committee notifies the Alleger that it has found no evidence of a covenant violation, the Alleger shall thereafter have the right to bring an action in the appropriate court to attempt to enforce the



covenants. In the event the Committee agrees with the Allegor that a violation of the Covenants has occurred or is occurring, the Committee shall take the following action:

i. Neighborhood Phone Call: A Committee member shall make a phone call to the Allegee to explain the violation and the Committee's findings, to reference the Covenants, and ask the owner to comply with the Covenants by a specific date not to exceed thirty (30) days from the date of the Committee's notification of a violation as set forth above. Two attempts will be made on different days and times to make contact with the Allegee as set forth in this paragraph.

ii. Cordial Letter: In the event the Committee member is unable to reach the Allegee, or in the event the owner refuses to cooperate, the Committee shall send a letter to the Allegee explaining its findings with regard to the alleged violation, to reference the specific covenant provisions alleged to have been violated, and to provide photos of the alleged violation, if available. The Committee shall request that the Allegee correct the alleged violations by a specific date, which shall be not later than thirty (30) days from the date of the Committee's notification of a violation as set forth above. This letter shall be sent by regular mail or hand delivered.

iii. Formal Letter: If, after the phone call and the cordial letter set forth above, the Allegee fails to modify, fix or otherwise comply with the Covenants within the time requested, the Allegor or the Committee shall thereafter have the right to bring an action in the appropriate court to attempt to enforce the covenants.

19. Notice: Any notice to be submitted in writing to the Committee in accordance with any provision of the Covenants shall be deemed properly submitted if sent by regular U.S. mail to any member of the Committee. Any notice to be submitted in writing to any owner of a tract in Eaglecrest Subdivision No. 1 shall be deemed properly submitted if sent by regular U.S. Mail to the last known permanent residential address of such owner.

20. No Trespass: The Covenants shall in no way be construed to permit any owner of a tract in Eaglecrest Subdivision No. 1 or any member of the Committee to enter upon a tract owned by another without express permission from such owner; provided, however, the Committee or any member thereof may enter upon a tract in Eaglecrest Subdivision No. 1 after providing at least ten (10) days prior written notice to the owner.

21. Non-Waiver: The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

22. Invalidity: The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force.

23. Execution and Validity: The Covenants shall be effective when a majority of the owners of tracts in Eaglecrest Subdivision No. 1 have each executed and notarized the signature



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Patricia A Crowson

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Teller County

page attached as Exhibit A and such signature pages, along with the Covenants, have been filed and recorded in Teller County, Colorado pursuant to Colorado Law.

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213406

DRAWER: 6 CARD 471A

STATE OF COLORADO)
COUNTY OF TELLER)

CORRECTED COPY
DECLARATION OF PROTECTIVE COVENANTS

PREAMBLE AND AREA APPLICATION

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS the Declarant, EAGLECREST OF COLORADO, LTD., hereinafter sometimes called Subdivider, is the OWNER of all the following described property situate in the County of Teller and State of Colorado, to wit:

EAGLECREST OF COLORADO, LTD., SUBDIVISION NO. 1

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deed to tracts in EAGLECREST OF COLORADO, LTD., hereinafter sometimes called Eaglecrest, hereby declares to and agrees with each and every person who shall be or who shall become owner of any of said tracts that said tracts, in addition to the ordinances of the County of Teller, Colorado, shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

1. Building Type and Use: All tracts shall be known and described as western ranch tracts and shall be used for ranches, residential homes and country estate/leisure time homes except that one or more tracts may be used for the erection of a country club, community center or other similar establishment for the benefit of all owners of tracts in EAGLECREST. Only dwellings not to exceed three (3) stories in height and a private garage and/or carport shall be erected, altered, converted, placed or permitted to remain on EAGLECREST. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the existing house, shall be permitted subject to approval by the Architectural Committee.
2. Dwelling Size: The ground floor area of the main structure, exclusive of open porches, garages and basements, shall be not less than 600 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story.
3. Building Location: No building shall be erected nearer than thirty (30) feet to any boundary along a street, or so that any part of said building is closer than twenty-five (25) feet to any of the other boundary lines of said premises. In case of single ownership of more than one tract, this restriction shall apply to the parcel as a whole. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building.
4. Exceptions to Setback Restriction: Terraces, walls, fences, low platforms or steps, swimming pools and similar low, unroofed and unscreened construction may be erected outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties as shall be determined by the Architectural Committee and shall be in compliance with the prevailing zoning regulations. No construction of this type may be erected without the written approval of the Architectural Committee. No structure, wall, fence or hedge over five (5) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any tract within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Restriction 3 above.
5. Temporary Residences: Except as hereinbefore provided, no structure of temporary character, mobile home, camper, trailer, basement, tent or accessory building shall be used on any tract as a residence, temporarily or permanently; provided, however, Subdivider may grant a permit for such use and location during the construction phase of the permanent dwelling, and for vacation camping and vacation use, such permit to be in writing and with a time limitation.



6. Time of Construction: Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the Architectural Committee, construction of that particular structure, wall, fence, residence, ancillary building, or other structure, shall be completed within one (1) year of the time such construction was initiated, except that Subdivider may extend the time of construction for additional periods under unusual circumstances. Such time extensions shall be in writing.

7. Easements: Easements for installation and maintenance of utilities, roadways, bridle paths, hiking trails and such other purposes incident to development of the property are reserved as shown on the recorded plot. Such easements will be kept open and readily accessible for use, service and maintenance.

8. Obstructions to Vision at Intersections: No fence, wall, hedge, tree, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight-line limitation shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or access road on any tract.

9. Nuisances: Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities shall be carried on upon any tract.

10. Refuse and Rubbish: Rubbish, junk, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, junk, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers shall not be visible from adjoining properties or from public streets. No trash, litter/junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises.

11. Clothes Drying Area: Outdoor clothes drying will be permitted only in the rear yard and in the case of corner lots must be not closer than sixty (60) feet from the side street line.

12. Signs: All signs displayed upon any of the premises or tracts must be first approved by Subdivider or by the Architectural Committee. This covenant does not preclude the display of builders or realty-type signs, or small professional signs, not to exceed one (1) square foot in area per side. Subdivider reserves right, however, to require modification or removal of such signs if deemed not in keeping with the area and subdivision decor.

13. Water and Sewage: All water wells and sewage disposal systems placed upon any tract shall comply with the requirements of the State of Colorado Health Department. No septic tank or field system shall be nearer than fifty (50) feet to any tract line except with the consent of the appropriate health official of the State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any tract. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected with a proper septic tank system yielding at least 80% clean effluent.

14. Animals: No animals or livestock of any kind shall be housed, raised or kept on any tract or property either temporarily or permanently, except that commonly accepted domestic pets may be kept provided they are not kept or maintained for any commercial purposes and except that one horse for each 2.0 acres of land owned may be kept for recreational purposes. No stables, corrals, or any structure for the housing or feeding of horses shall be located or placed closer than fifty (50) feet to any adjoining lot line nor closer than sixty (60) feet to a public street. All stables, corrals, or any structure for the housing or feeding of horses shall be approved as to location and design by the Architectural Committee and shall



be maintained in compliance with all lawful sanitary regulations. In case of single ownership or more than one tract then the setback restrictions of this covenant concerning horses shall apply to the parcel as a whole.

15. Clearing of Trees: There shall be no removal of trees from any lot except that which must be removed in connection with construction on the property, landscaping or that which is consistent with good conservation practices. In no event shall more than 60% of the trees on any tract be cut down, cleared or killed without approval of the Architectural Committee.

16. Right of Subdivider: Subdivider, its successors or assigns, expressly reserves the right:

a. from time to time to amend or revoke any restrictive covenants then in existence, but no such amendment or revocation shall apply to tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

b. to enter into agreements with the grantees of any lot or lots (without the consent of the grantee of other tracts or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision by the original Subdivider, its successors or assigns, and the grantees of other lots except as against the tract where such deviation is permitted.

c. to sell large portions of EAGLECREST area land, to which be excluded from the provisions of these covenants, and to place such restrictions thereon as the highest and best use of the land requires, except that Subdivider agrees to restrict such portions from industrial use and to provide adequate protection to adjacent tract owners to assure the lasting value and attractiveness of their property, in keeping with the spirit and intent of these covenants.

17. Term of Covenants: These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, changing said covenants in whole or part.

18. Architectural Committee:

a. **Purpose:** To assure, through intelligent architectural control of building design, placement and constructions, that EAGLECREST shall become and remain an exclusive, attractive residential community, and to uphold and enhance property values.

b. **Membership:** The Architectural Committee is composed of five (5) persons appointed by Subdivider, provided however, that after the erection of five (5) complete dwelling units within EAGLECREST, the owners of said units may, at their option, elect three (3) members of said committee. Term of membership on the committee is two years, after which time re-elections are held. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor except that Subdivider will be represented on the committee until ninety (90) per cent of the tracts in EAGLECREST are sold and until five (5) complete dwellings have been erected. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

c. **Authority:** No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any tract until the construction plans and specifications to include materials to be used and exterior color and a plan showing the location of the structure have been approved in writing by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures,



and as to location with respect to other structures planned, to topography and to finished grade elevation. Disapproval of plans and specifications may be based on any grounds including purely aesthetic grounds.

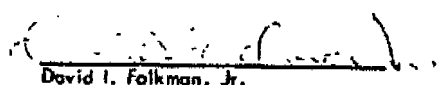
d. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants herein requiring approval by the Architectural Committee shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed.

19. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Subdivider further reserves the right, whenever there shall have been an obvious violation of one or more of the provisions of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

20. Subdivider May Assign: EAGLECREST OF COLORADO, LTD., may assign any and all of its rights, powers, obligations and privileges under this instrument to any corporation, association or person.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of December, A.D. 1971.

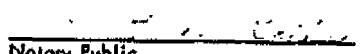
EAGLECREST OF COLORADO, LTD.
A Limited Partnership


David I. Folkman, Jr.
General Partner

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

On this 17th day of December, 1971, before me, _____,
Notary Public in and for said county and state, personally appeared
DAVID I. FOLKMAN, JR., known to me to be a general partner of the partnership that
executed the within instrument, and acknowledged to me that such partnership executed
the same.

My commission expires _____.


Notary Public





632108
12 of 40

12/15/2009 12:40 PM
COVEN R\$201.00 D\$0.00

Patricia A Crowson
Teller County

EXHIBIT A

**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, JOSEPH F. PENNOCK, am the owner of Lot No. 43 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

Joseph F. Pennock

(Signature)

10-15-09

(Date)

By: JOSEPH F. PENNOCK

(Print Name)

State of Colorado

County of Fremont

The foregoing Affidavit was subscribed and sworn before me by Joseph F. Pennock on this 15th day of October 2009.



MY COMMISSION EXPIRES 3/7/2011

Kristina Deluca
Notary Public



632108

12/15/2009 12:40 PM

Patricia A Crowson

13 of 40 COVEN R\$201.00 D\$0.00

Teller County

EXHIBIT A**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, Thomas W. Segedy, am the owner of Lot No. 35 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

Thomas W. Segedy
(Signature)

8/21/09
(Date)

By: Thomas W. Segedy
(Print Name)

State of Colorado)
)
County of Pueblo)
)

The foregoing Affidavit was subscribed and sworn before me by Thomas W. Segedy on this 21st day of August, 2009.



my comm. expires
7/23/2013

Donna M. Stoiler
Notary Public



EXHIBIT A

**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, Darrell D O'Neal, am the owner of Lot No. 7 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

[Signature]

(Signature)

9/16/09

(Date)

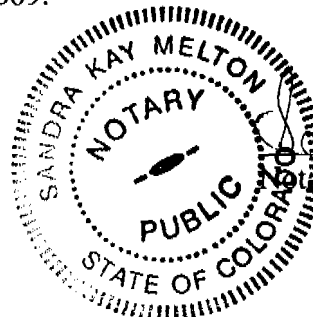
By: Darrell D O'Neal

(Print Name)

State of Colo)
)
County of El Paso)
)

The foregoing Affidavit was subscribed and sworn before me by Darrell O'Neal on this 16 day of Sept. 2009.

(Seal)



Sandra Kay Melton
Notary Public 2-15-12



632108
15 of 40

12/15/2009 12:40 PM
COVEN RS201.00 DS0.00

Patricia A Crowson
Teller County

EXHIBIT A

**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, DAVID E. WEAD, am the owner of Lot No. 25/26 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

(Signature)

18 SEPT 9

(Date)

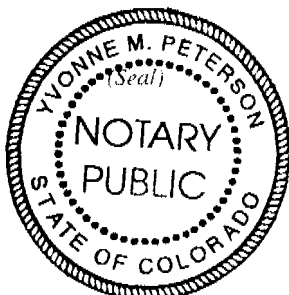
By: DAVID E. WEAD

(Print Name)

State of Colorado

County of El Paso

The foregoing Affidavit was subscribed and sworn before me by David E. Wead on this 18 day of Sept 2009.



MY COMMISSION EXPIRES
08/12/2012

Yvonne M Peterson
Notary Public



632108
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12/15/2009 12:40 PM
COVEN R\$201.00 D\$0.00

Patricia A Crowson
Teller County

EXHIBIT A

**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, ROGER/Alicia OVERACKER-TRUSTEES, am the owner of Lot No. 23 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

Roger Overacker - Trustee
Alicia Overacker - Trustee

9/9/09

ROGER OVERACKER - TRUSTEE
By: ALICIA OVERACKER - TRUSTEE

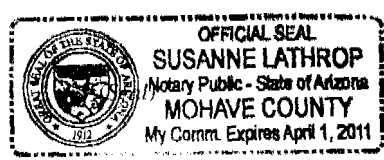
(Signature)

(Date)

(Print Name)

State of ARIZONA)
County of MOHAVE)

The foregoing Affidavit was subscribed and sworn before me by Roger Overacker and Alicia Overacker on this 9th day of September 2009.



Susanne Lathrop
Notary Public



632108

12/15/2009 12:40 PM

Patricia A Crowson

17 of 40 COVEN R\$201.00 D\$0.00

Teller County

EXHIBIT A**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

Sally J. Millikan
I, Larry J. Millikan, am the owner of Lot No. 57A in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

Sally J. Millikan 31 Aug 09
Larry J. Millikan 31 Aug 09
(Signature) (Date)

Sally J. Millikan
By: Larry J. Millikan
(Print Name)

State of ColoradoCounty of Teller

The foregoing Affidavit was subscribed and sworn before me by Larry J. Millikan
on this 31 day of Aug 2009.



Jesse Lynn Avery
Notary Public

4/11/2013



632108
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12/15/2009 12:40 PM
COVEN R\$201.00 D\$0.00

Patricia A Crowson
Teller County

EXHIBIT A

**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, R. E. Powell ¹²⁰⁴⁹, am the owner of Lot No. ____ in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

(Signature)

8/24/09

(Date)

By: R. E. Powell

(Print Name)

Wendy K. Powell

State of Minnesota)

County of Hennepin)

The foregoing Affidavit was subscribed and sworn before me by Ralph Powell Jr on this 24 day of August 2009.



Notary Public



632108

12/15/2009 12:40 PM

Patricia A Crowson

19 of 40 COVEN R\$201.00 D\$0.00

Teller County

EXHIBIT A**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, Tatyana Blankenship am the owner of Lot No. 36 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

(Signature)

8-28-09

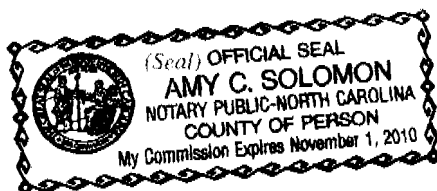
(Date)

By: Tatyana H. Blankenship

(Print Name)

State of NC)County of Person)

The foregoing Affidavit was subscribed and sworn before me by Tatyana H. Blankenship on this 28 day of August 2009.



Amy C. Solomon
Notary Public



632108

12/15/2009 12:40 PM

Patricia A Crowson
Teller County

20 of 40 COVEN R\$201.00 D\$0.00

EXHIBIT A**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, Lee A & Gertrude M. Goff, am the owner of Lot No. 1004 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST ~~DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST~~ SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

Lee A. Goff
(Signature)
Gertrude M. Goff
Gertrude M. Goff

25 Aug 09
(Date)

By: Lee A. Goff
(Print Name)
Gertrude M. Goff

State of Colorado)
County of El Paso)

The foregoing Affidavit was subscribed and sworn before me by Lee A Goff and Gertrude M Goff on this 25 day of August 2009.

JOY L. BELLA
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 01/08/2011

Joy L. Bella
Notary Public



632108

12/15/2009 12:40 PM

Patricia A Crowson
Teller County

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EXHIBIT A**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, ROBERT & Debora, am the owner of Lot No. 21 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

RA MacDonald8/29/09By: ROBERT D. MACDONALD

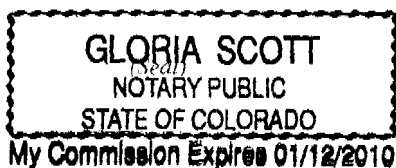
(Signature)

(Date)

(Print Name)

RA MacDonald8/29/09Debora A. MacDonaldState of Colorado)County of El Paso)

The foregoing Affidavit was subscribed and sworn before me by Robert & Debora MacDonald on this 29 day of August 2009.



Gloria Scott
Notary Public



EXHIBIT A

**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, BOBBY R. AND SHERRY L. WATTS, am the owner of Lot No. 56 and 57 NKA 56A in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

By: SHERRY L. WATTS

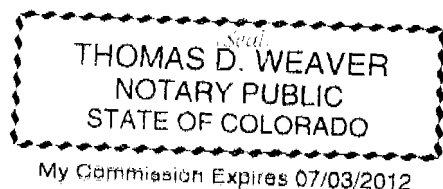
Sherry Watts 8.25.09
(Signature) (Date)

By: BOBBY R. WATTS

Bobby R. Watts 8/25/09
(Signature) (Date)

State of Colorado)
County of El Paso)

The foregoing Affidavit was subscribed and sworn before me by Sherry + Bobby Watts on this 25 day of August 2009.



Thomas D. Weaver
Notary Public



632108

12/15/2009 12:40 PM

Patricia A Crowson

23 of 40 COVEN R\$201.00 DS\$0.00

Teller County

EXHIBIT A**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, JAMES C. FLECK, am the owner of Lot No. 19 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

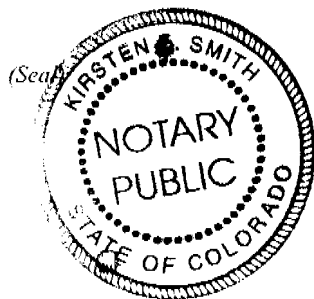
THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

By: JAMES C. FLECK

James C. Fleck 8-24-09
(Signature) (Date)

State of Colorado)
)
County of Teller)
)

The foregoing Affidavit was subscribed and sworn before me by James Fleck,
on this 24th day of August 2009.



Kirsten E. Smith
Notary Public
EXP: 9-7-2011



632108
24 of 40

12/15/2009 12:40 PM
COVEN RS201.00 DS0.00

Patricia A Crowson
Teller County

EXHIBIT A

**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, HELEN E. FLECK, am the owner of Lot No. 19 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

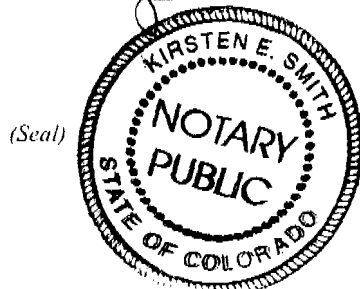
THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

By: HELEN E. FLECK

Helen E. Fleck 8-24-09
(Signature) (Date)

State of Colorado)
)
County of Teller)
)

The foregoing Affidavit was subscribed and sworn before me by Helen Fleck, on this 24 day of August 2009.



Kirsten E. Smith
Notary Public
Exp: 9-7-2011



EXHIBIT A

**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, MARC ANTHONY GAINES, am the owner of Lot No. 042 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

Marc A. Gaines

(Signature)

8-21-2009

(Date)

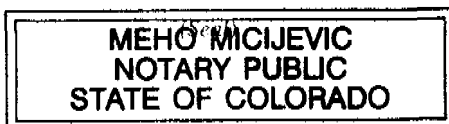
By: MARC A. GAINES

(Print Name)

State of COLORADO)

County of ARAPAHOE)

The foregoing Affidavit was subscribed and sworn before me by Meh Micijevic on this 21 day of August 2009.



My Commission Expires 5/11/2013

County of Arapahoe

Meh Micijevic
Notary Public



632108

12/15/2009 12:40 PM

Patricia A Crowson

26 of 40 COVEN R\$201.00 D\$0.00

Teller County

EXHIBIT A**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, Dennie + Vonda Anderson, am the owner of Lot No. 10 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

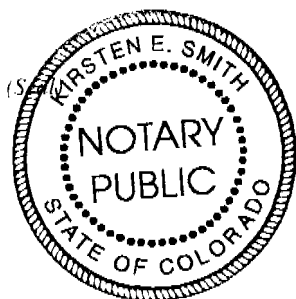
Vonda Anderson
Dennie L. Anderson
(Signature)

Aug 21, 09
(Date)

By: Vonda Anderson
Dennie L. Anderson
(Print Name)

State of Colorado)
)
)
County of Teller)
)

The foregoing Affidavit was subscribed and sworn before me by Vonda Anderson
Dennie L. Anderson
on this 21st day of August 2009.



Kirsten E. Smith
Notary Public



632108
27 of 40

12/15/2009 12:40 PM
COVEN R\$201.00 D\$0.00

Patricia A Crowson
Teller County

EXHIBIT A

AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1

I, Eva L. Pinske the owner of Lot No. 28 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

Eva L. Pinske

(Signature)

08-20-09

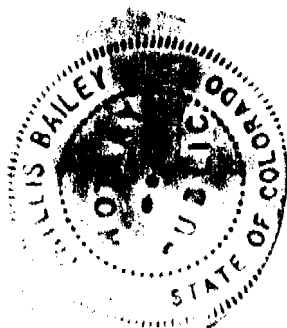
(Date)

By: EVA L. PINSKE

(Print Name)

State of Colorado)
County of Adams)

The foregoing Affidavit was subscribed and sworn before me by Eva Pinske on this 20th day of August 2009.



Phyllis Bailey
Notary Public

10-16-2012

CERTIFICATION OF VITAL RECORD

STATE OF COLORADO
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
HOLD TO LIGHT TO VIEW WATERMARK
STATE OF COLORADO
CERTIFICATE OF DEATH

STATE FILE NUMBER

1. DECEDENT'S NAME (First, Middle, Last) Jerome Rudy		2. SEX Male		3. DATE OF DEATH (Month, Day, Year) September 2, 2008	
4. SOCIAL SECURITY NUMBER 476-30-7163		5a. AGE - Last Birthday (Years) 77		5b. UNDER 1 YEAR Mos _____ Days _____	
6. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		7a. PLACE OF DEATH (Check only one) <input type="checkbox"/> Hospital <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA <input type="checkbox"/> OTHER		7b. DATE OF BIRTH (Month, Day, Year) March 31, 1931	
8a. FACILITY NAME (If not institution, give street and number) Collier Hospice		8b. CITY, TOWN, OR LOCATION OF DEATH Wheat Ridge		9. BIRTHPLACE (City and State or Foreign Country) Ada, Minnesota	
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life, do not use retired) Buyer		10b. KIND OF BUSINESS/INDUSTRY Grocery		11. MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) Married	
13a. RESIDENCE - STATE Colorado		13b. COUNTY Adams		12. SPOUSE (If wife, give maiden name) Eva Louise Remick	
13c. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		13d. ZIP CODE 80260		13e. STREET AND NUMBER 9850 Federal Blvd., #23	
14. FATHER'S NAME (First, Middle, Last) Rudolph Pinske		15. MOTHER'S NAME (First, Middle, Last) (Maiden Name) Dorothy Duncan		16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary or secondary (7 through 12) College (13 through 16 or 17+) 13	
20a. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify) _____		20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) All Mortuary and Crematory		19. INFORMANT NAME and relationship to deceased. Eva Pinske, Wife	
21a. SIGNATURE OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH <i>[Signature]</i>		21b. NAME AND ADDRESS OF FACILITY All-States Cremation Services, Inc., 3200 Wadsworth Blvd., Wheat Ridge, CO ZIP: 80033		20c. LOCATION - City or Town, State Denver, Colorado	
22a. REGISTRAR'S SIGNATURE <i>[Signature]</i>		22b. DATE OF DEATH September 2, 2008		22c. DATE FILED (Month, Day, Year) September 15, 2008	
23. TIME OF DEATH 11:28 AM		24. DATE PRONOUNCED DEAD September 2, 2008		25. WAS CORONER NOTIFIED? (Yes or No) Yes	
26. To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner as stated. Signature <i>[Signature]</i>		27. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place, and due to the cause(s) and manner as stated. Signature <i>[Signature]</i>		28. DATE SIGNED (Month, Day, Year) 9/3/08	
30. NAME, TITLE AND MAILING ADDRESS OF CERTIFIER/CORONER (Type/Print) Gary R Graham MD, 3210 Lutheran Plwy, Wheat Ridge, CO		31. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type/Print) Renal Cell Carcinoma		32. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Undetermined Manner	
33a. DATE OF INJURY (Month, Day, Year)		33b. PLACE OF INJURY (Specify building, etc.)		33c. DESCRIBE HOW INJURY OCCURRED	
34. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c). Do not enter mode of dying (e.g. Cardiac or Respiratory Arrest) alone. (a) Renal Cell Carcinoma (b) DUE TO OR AS A CONSEQUENCE OF (c) DUE TO OR AS A CONSEQUENCE OF		35. AUTOPSY (Yes or No) No		36. IF YES were findings considered in determining cause of death?	
37. INTERVAL BETWEEN ONSET AND DEATH unknown		38. INTERVAL BETWEEN ONSET AND DEATH		39. INTERVAL BETWEEN ONSET AND DEATH	

SEP 5 2008
DATE ISSUED

THIS IS A TRUE CERTIFICATION OF NAME AND FACTS AS RECORDED IN THIS OFFICE. Do not accept unless prepared on security paper with engraved border displaying the Colorado state seal and signature of the Registrar. PENALTY BY LAW, Section 25-2-118, Colorado Revised Statutes, 1982, if a person alters, uses, attempts to use or furnishes to another for deceptive use any vital statistics record. NOT VALID IF PHOTOCOPIED.

Ronald S Hyman
RONALD S. HYMAN
STATE REGISTRAR



ONLY. ANY OTHER USE IS UNAUTHORIZED.

632108
28 of 40

COVER R\$201.00 D\$0.00



Patricia A Crowson
Teller County



632108
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12/15/2009 12:40 PM
COVEN RS201.00 DS0.00

Patricia A Crowson
Teller County

EXHIBIT A

AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1

I, Kenny R. Johnson, am the owner of Lot No. 11 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

Kenny R. Johnson

(Signature)

8-19-09

(Date)

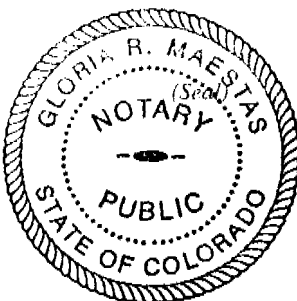
By: Kenny R. Johnson

(Print Name)

State of Colorado

County of El Paso

The foregoing Affidavit was subscribed and sworn before me by Kenny R. Johnson on this 19th day of Aug. 2009.



Gloria R. Maestas
Notary Public



632108
30 of 40

12/15/2009 12:40 PM
COVEN R\$201.00 D\$0.00

Patricia A Crowson
Teller County

EXHIBIT A

AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1

I, DALLAS G. KOEHN, am the owner of Lot No. 576 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

Dallas G. Koehn

(Signature)

8-10-09

(Date)

By: DALLAS KOEHN

(Print Name)

State of Colorado

County of El Paso

The foregoing Affidavit was subscribed and sworn before me by Dallas Koehn on this 10 day of Aug 2009.

(Seal)

Curt Kremer
Notary Public

CURT KREMER
Notary Public
State of Colorado
My Commission Expires 3/24/2010



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12/15/2009 12:40 PM
COVEN R\$201.00 D\$0.00

Patricia A Crowson
Teller County

EXHIBIT A

AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1

I, Joyce Heinz, am the owner of Lot No. 12 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

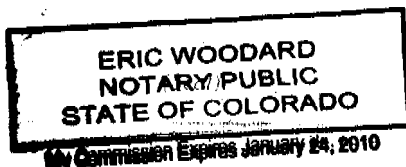
Joyce Heinz
(Signature)

24 AUG 2009
(Date)

By: Joyce Heinz
(Print Name)

State of Colorado)
)
County of Jefferson)
)

The foregoing Affidavit was subscribed and sworn before me by Joyce Heinz, on this 24 day of August 2009.



ESL
Notary Public



632108

12/15/2009 12:40 PM

Patricia A Crowson

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Teller County

EXHIBIT A**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**DANA OVERMAN

I, Bobby D. OVERMAN, am the owner of Lot No. 45 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

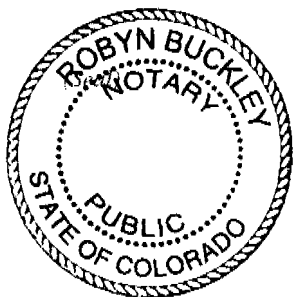
Bobby D. Overman
Dana Overman
 (Signature)

8-24-09
 (Date)

By: Bobby D. OVERMAN
DANA Overman
 (Print Name)

State of Colorado)
)
 County of El Paso)
)

The foregoing Affidavit was subscribed and sworn before me by Bobby D. OVERMAN
 on this 24 day of August 2009. DANA Overman



Robyn Buckley
 Notary Public



632108
33 of 40

12/15/2009 12:40 PM
COVEN RS201.00 D\$0.00

Patricia A Crowson
Teller County

EXHIBIT A

AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1

I, Cora L Bogans, am the owner of Lot No. 31 & 32 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

Cora L Bogans
(Signature)

9/17/09
(Date)

By: Cora L Bogans
(Print Name)

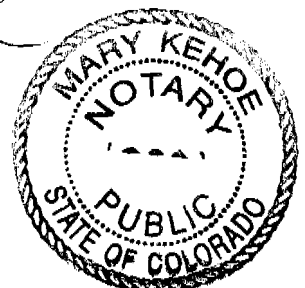
State of Colorado)
)
County of Arapahoe)
)

The foregoing Affidavit was subscribed and sworn before me by Cora Bogans, on this 17th day of September 2009.

(Seal)

Mary Kehoe
Notary Public

My commission
Expires 09-01-2010





632108
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12/15/2009 12:40 PM
COVEN R\$201.00 D\$0.00

Patricia A Crowson
Teller County

EXHIBIT A

AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1

I, EARL PINNEY, am the owner of Lot No. 47 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

[Signature]
(Signature)

9/21/09
(Date)

By: E. T. PINNEY, JR
(Print Name)

State of Virginia)
County of Fairfax)

The foregoing Affidavit was subscribed and sworn before me by E. T. Pinney Jr. on this 21st day of September 2009.



Stacy Futterer
Notary Public

Notary ID 7065386
My commission expires DEC. 31, 2010



632108

12/15/2009 12:40 PM

Patricia A Crowson

35 of 40 COVEN RS201.00 DS0.00

Teller County

EXHIBIT A**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, James Wardell, am the owner of Lot No. 48 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

[Signature]
(Signature)

9/24/09
(Date)

By: James Wardell
(Print Name)

State of CO)
)
County of Teller)
)

The foregoing Affidavit was subscribed and sworn before me by MARQUIS DAVIS,
on this 24 day of SEP 2009.

MARQUIS D DAVIS
NOTARY PUBLIC
STATE OF COLORADO

MY COMMISSION EXPIRES 05/06/2012

[Signature]
Notary Public



632108

12/15/2009 12:40 PM

Patricia A Crowson

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Teller County

EXHIBIT A**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, Steve Schrier, am the owner of Lot No. 6002 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

Steve Schrier

(Signature)

9/29/09

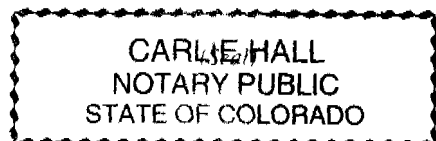
(Date)

By: Steve Schrier

(Print Name)

State of Colorado)County of Agapates)

The foregoing Affidavit was subscribed and sworn before me by Steve Schrier
on this 29th day of Sept 2009.



My Commission Expires 02/03/2011

Carl E. Hall

Notary Public



632108
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12/15/2009 12:40 PM
COVEN R\$201.00 DS\$0.00

Patricia A Crowson
Teller County

EXHIBIT A

**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, RANDALL T. HAWKINS, am the owner of Lot No. 55 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

Randall T. Hawkins

(Signature)

10/05/09

(Date)

By: RANDALL T. HAWKINS

(Print Name)

State of Texas

County of Tarrant

The foregoing Affidavit was subscribed and sworn before me by Randall T. Hawkins on this 05 day of Oct 2009.



Joana Vanesa Zapata
Notary Public



632108

12/15/2009 12:40 PM

Patricia A Crowson

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Teller County

EXHIBIT A**AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, Tony L. Graves, am the owner of Lot No. 20 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

(Signature)

9-21-09

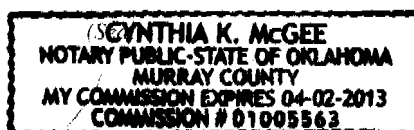
(Date)

By: Tony L. GRAVES

(Print Name)

State of OklahomaCounty of Harvin

The foregoing Affidavit was subscribed and sworn before me by Tony L. Graves on this 21st day of September 2009.



Notary Public



632108

12/15/2009 12:40 PM

39 of 40 COVEN R\$201.00 D\$0.00

Patricia A Crowson
Teller County**EXHIBIT A****AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS
FOR EAGLECREST SUBDIVISION NO. 1**

I, JOHN B. SOLAN am the owner of Lot No. 34 in the Eaglecrest Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an opportunity to consult with legal counsel of my choosing concerning the revised covenants. I further recognize that my acceptance and recognition of said revised covenants will change my rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1. Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants to be binding upon all tracts in Eaglecrest Subdivision No. 1.

[Signature]
(Signature)

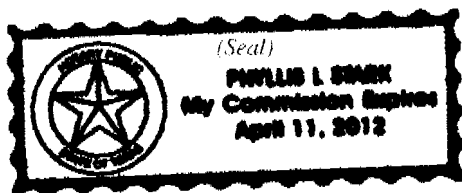
11/27/09
(Date)

By: JOHN B. SOLAN
(Print Name)

State of Texas

County of Dallas

The foregoing Affidavit was subscribed and sworn before me by JOHN B. SOLAN,
on this 27 day of NOVEMBER, 2009.



[Signature]
Notary Public



632108 12/15/2009 12:40 PM
40 of 40 COVEN R\$201.00 D\$0.00

Patricia A Crowson
Teller County

EXHIBIT A

AFFIDAVIT OF ACCEPTANCE AND RECOGNITION OF THE FIRST REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO. 1

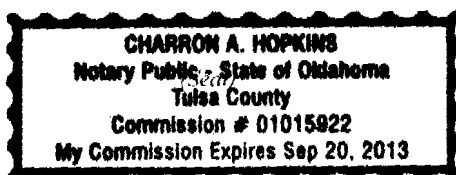
I, Richard & Donna K. Shorter Sr. 40 and 41
am the owner of Lot No. 40 and 41 in the Eaglecrest
Subdivision No. 1, in Teller County, Colorado. I have been provided a copy of the FIRST
REVISED DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST
SUBDIVISION NO. 1. I have read and reviewed such revised covenants, and I have had an
opportunity to consult with legal counsel of my choosing concerning the revised covenants. I
further recognize that my acceptance and recognition of said revised covenants will change my
rights and responsibilities as an owner of a lot in Eaglecrest Subdivision No. 1.

THEREFORE, I hereby declare that I accept and recognize the FIRST REVISED
DECLARATION OF PROTECTIVE COVENANTS FOR EAGLECREST SUBDIVISION NO.
1 as the legal and binding covenants for all lots and tracts in Eaglecrest Subdivision No. 1.
Furthermore, I authorize the drafters of such revised covenants, upon receiving signatures from a
majority of the owners of tracts in Eaglecrest Subdivision No. 1, to record the revised covenants
to be binding upon all tracts in Eaglecrest Subdivision No. 1.

Richard Shorter Sr. Donna K. Shorter 12-3-09 By: Richard L. Shorter, Sr.
Donna K. Shorter 12-3-09 Donna K. Shorter
(Signature) (Date) (Print Name)

State of OK.)
)
)
County of Tulsa)
)
)

The foregoing Affidavit was subscribed and sworn before me by Richard & Donna
on this 3rd day of December 2009. Shorter



Charron A. Hopkins
Notary Public