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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
VALDORA VILLAGE AT BRECKENRIDGE
a/k/a FRENCH CREEK AT BRECKENRIDGE**

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VALDORA VILLAGE AT BRECKENRIDGE
a/k/a FRENCH CREEK AT BRECKENRIDGE**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Valdora Village at Breckenridge, a/k/a French Creek at Breckenridge (the "Amended Declaration") is approved and adopted as of the 9th day of June, 2009, by the Owners of the Property, as described herein, all pursuant to Article IX of the Original Declaration as described below. This Amended Declaration replaces, in its entirety, the Original Declaration, as described below, as amended and modified prior to the date hereof.

RECITALS

WHEREAS, Whittaker Community Development Corporation, a Delaware corporation, hereinafter referred to as "Declarant," as Declarant, previously prepared and recorded a Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge, which was recorded on December 13, 1973, at Reception Number 138762, in Book 248, at Pages 472-492, in the records of the Office of the Clerk and Recorder of Summit County, Colorado, (the "Original Declaration"); and

WHEREAS, the Original Declaration was then amended by an instrument entitled "First Amendment to the Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge," recorded on March 13, 1975, at Reception No. 147359, in Book 263, at Pages 1-46, of the records of the Office of the Clerk and Recorder of the County of Summit, Colorado; by an instrument entitled "Amendment No. 2 to the Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge," recorded on March 2, 1984, at Reception No. 273728, of the records of the Office of the Clerk and Recorder of the County of Summit, Colorado; and by an instrument entitled "Third Amendment to Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge now known as French Creek at Breckenridge," recorded on June 6, 1985, at Reception No. 298055, of the records of the Office of the Clerk and Recorder of the County of Summit, Colorado (hereinafter, the Original Declaration, as amended, is referred to as the "Declaration"); and

WHEREAS, the property subject to the Declaration, and to this Amended Declaration, is that real property (the "Property") described as all of Valdora Village at Breckenridge, Filing No. 1, Summit County, Colorado, according to the Plat thereof recorded in the records of Summit County, Colorado on November 12, 1973, at Reception No. 138758 and all of Block 7, a portion of Tract B, Valdora Village Filing No. 1, according to the Plat thereof recorded in the records of Summit County, Colorado, on August 26, 1981, at Reception No. 227793 (the "Plat"); and

WHEREAS, pursuant to paragraph b of Article IX of the Declaration, after December 13, 1993, that date being twenty years after the date the Original Declaration was first recorded, the Declaration may be amended by an instrument signed by sixty percent (60%) of the Owners; and

WHEREAS, the Declarant, through the recording of the Declaration and the Plat, established a planned unit development residential community with residential lots, open spaces, and common facilities for the benefit of the residents of that community and subjected the Property to certain covenants, conditions, and restrictions, which, all taken together, constitute the "Project"; and

WHEREAS, the Declarant caused to be created, under the laws of the State of Colorado, the Valdora Village at Breckenridge Homeowner's Association, Inc., a Colorado non-profit corporation, now known as French Creek at Breckenridge Association, Inc., (the "Association"), for the purposes of exercising the functions of a homeowners' association and to govern the Project; and

WHEREAS, the Owners have elected to treat the common interest community created by the Declaration and the Association as if such were created after June 30, 1992, thereby submitting the Project and the Association to the provisions of the Colorado Common Interest Ownership Act, Section 38-33.3-101, et seq., Colorado Revised Statutes, as such may be amended from time to time (the "Act").

NOW, THEREFORE, the Property described above shall hereafter be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which run with, the Property and which shall be binding on all parties having any right, title, or interest in said Property, or any part thereof, and their heirs, successors, and assigns, and shall enure for the benefit of each Owner thereof and the Association.

ARTICLE I DEFINITIONS

Section 1.1 "Association" shall mean and refer to the Valdora Village at Breckenridge Homeowners Association, Inc., a/k/a the French Creek at Breckenridge Homeowner's Association, Inc., a Colorado nonprofit corporation, its successors and assigns.

Section 1.2 "Board of Directors" or "Board" shall mean and refer to the duly elected and qualified members of the Board of Directors of the Association acting in an official capacity.

Section 1.3 "Building" shall mean and refer to all structures now or hereafter constructed on the Property.

Section 1.4 "Common Elements" shall mean all real property, improvements thereon, facilities, and personal property owned by the Association for the common use and enjoyment of the Owners. The real property owned by the Association as of the date hereof includes: Lot M, Lot R,

The Reliance Drive, Magnum Bonum Drive, The Bucyrus Circle, The Bucyrus Road, and Gold Run Circle, Valdora Village at Breckenridge, Filing No. 1, Summit County, Colorado, according to the Plat.

Section 1.5 "Declarant" shall mean and refer to Whittaker Community Development Corporation, a Delaware corporation, its successors and assigns.

Section 1.6 "Design Review Committee" or "DRC" means and refers to the design review committee established by the Association in accordance with this Amended Declaration to perform the functions of the DRC with respect to the Property.

Section 1.7 "Dwelling Unit" shall mean and refer to each portion of a Unit that is designed, constructed or altered to serve as a living area independent of another living area. If any portion of a Unit has its own kitchen, or has an outside entrance and does not have interior access to other habitable areas of the Unit, such portion shall be considered a Dwelling Unit.

Section 1.8 "Easements" shall mean and refer to any Easements on the Property or providing for access or utilities to the Property, or any portion thereof, and for the storage of snow, including, but not limited to, the easements depicted and shown on the Plat, as well as the easements described and created in Section 8.6.

Section 1.9 "Improvements" shall mean and refer to all improvements now or hereafter constructed on the Property, not including Units, but including, without limitation, parking areas, driveways, lights, signage, signage lighting, drainage/water quality control facilities, and other related improvements.

Section 1.10 "Kitchen" shall mean and refer to any room or area of a Unit that contains a gas or electric range, cook top, and/or oven.

Section 1.11 "Lot" shall mean and refer to each separate parcel of property which is designated on the Plat with a number, rather than a letter, which may have constructed upon it a Unit, the title to which shall be held in fee simple.

Section 1.12 "Mortgage" shall mean and include all mortgages or deeds of trust which represent a first security interest on or in one or more Lots, but shall not include mortgages or deeds of trust junior to a first mortgage or first deed of trust or involuntary liens, such as mechanic's liens and judgment liens.

Section 1.13 "Mortgagee" shall mean and include the holder of any mortgage representing a first security interest in one or more Lots or the beneficiary of any deed of trust representing a first security interest in one or more Lots, but shall not include the holders of mortgages or beneficiaries of deeds of trust junior to a first mortgage or deed of trust or any claimant of an involuntary lien, such as a mechanic's lien or judgment lien.

Section 1.14 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.15 "Plat" shall mean and refer to the subdivision plats of Valdora Village at Breckenridge, recorded on the in the records of the Clerk and Recorder of Summit County, Colorado, on November 12, 1973, at Reception No. 138758, and on August 26, 1981, at Reception No. 227793, and such amended, additional or supplemental plats or maps as have been or may be filed for the Property in the Office of the Clerk and Recorder for the County of Summit, State of Colorado.

Section 1.16 "Project" shall mean the Property as subject to the provisions of this Amended Declaration.

Section 1.17 "Open Space" shall mean all real property and any improvements thereon or thereto owned by the Association for the common recreational use and enjoyment of the Owners, their guests, invitees and tenants. The Open Space owned by the Association at the time of the recording of this Declaration includes Lot M and R and shall include any portion of the Property designated as Open Space on any amendments or supplements to the Plat, any and all real property owned or controlled by the Association for the common use and benefit of both or all of the Owners, together with all improvements thereon, if any. Every Owner, and the successors and assigns thereof, shall be deemed to have consented to the use and control of said Open Space by the Association for the benefit and enjoyment of all Owners in accordance with the provisions of this Amended Declaration, the Articles of Incorporation, the Bylaws and any rules and regulations of the Association.

Section 1.18 "Rules and Regulations" means any instrument or instruments adopted by the Association or the DRC for the regulation and management of the Property, as such instruments may be amended from time to time.

Section 1.19 "Standards" shall mean and refer to the French Creek Architectural and Development Standards approved and adopted by the Association, as may be amended from time to time.

Section 1.20 "Unit" shall mean and refer to any individual building intended to be used for residential purposes constructed on a Lot.

ARTICLE II DECLARATION OF PROPERTY RIGHTS

Section 2.1 Plat. The Plat sets forth the following: (I) the legal description of the surface of the land subject to this Amended Declaration; (ii) the linear measurements and location of the exterior boundaries of the Property, of Easements, of the Lots and of the Open Space; (iii) the

designation by number of each Lot; (iv) the designation by letter of the Open Space parcels; and (v) the designation by name of all streets, including those streets that are a part of the Common Elements, within the Property.

Section 2.2 Title to Lot. Title to a Lot may be held individually or in any form of concurrent ownership recognized in the State of Colorado such Lot as: "Lot ____, Valdora Village at Breckenridge, Filing No. 1, Summit County, Colorado, " or "Lot ____, Block 7, Valdora Village at Breckenridge, Filing No. 1, Summit County, Colorado," whichever the case may be. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect a Lot and all appurtenant rights, benefits and burdens thereto as created by the provisions of this Amended Declaration, and each such description shall be so construed.

Section 2.3 Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Open Space and Easements which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of any recreational facilities located upon the Common Elements by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any violation of this Amended Declaration or for any infraction of the Association's published rules and regulations;

(b) the right of the Association to grant easements over the Common Elements, or any part thereof, to any governmental entity or public agency, authority, or utility for such purposes and subject to such conditions as the Board determines are appropriate;

(c) The right of the Association to borrow money for the purpose of improving the Common Elements and Easements, and in aid thereof to mortgage said Common Elements, and to take such steps as may be reasonably necessary to protect the Common Elements from foreclosure; provided that no such action shall be effective unless agreed to by sixty percent (60%) of the Owners;

(d) The right of the Association to close or limit the use of the Common Elements and Easements while maintaining, improving, or making replacements therein or thereto;

(e) the right of the Association to charge reasonable admission and other fees for the use of the recreational or storage facility and/or area situated upon the Common Elements; and

(f) the right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by sixty percent (60%) of the Owners agreeing to such dedication or transfer has been recorded.

Section 2.4 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the Open Space, Easements and facilities appurtenant to his Lot to the members of his family, his invitees, his tenants, or contract purchasers of his Lot.

Section 2.5 Colorado Common Interest Ownership Act. The Project, the Property, and the Association are hereby subjected and submitted to the provisions of the Colorado Common Interest Ownership Act, Section 38-33.3-101, *et seq.*, Colorado Revised Statutes, as such may be amended from time to time, with respect to all events occurring after the recording of this Amended Declaration.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 3.1 Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2 Voting. The Association shall have one class of voting membership. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, provided, however, that there shall be no more than one vote cast, with no fractional votes, for or with respect to any Lot and such vote shall be cast as the persons owning any Lot shall determine. There shall be no vote cast with respect to any Lot owned by the Association.

**ARTICLE IV
BOARD OF DIRECTORS OF THE ASSOCIATION**

Section 4.1 Powers of the Board of Directors.

(a) Except as provided in this Amended Declaration, the Articles and the Bylaws, or by law, the Board of Directors may act on behalf of the Association in all instances as provided for in the Act.

(b) The Board of Directors may not act on behalf of the Association to: (i) amend this Amended Declaration; (ii) terminate the legal status of the Association or the Subdivision; (iii) elect members of the Board of Directors, other than to fill a vacancy for the unexpired portion of the term of a member of the Board of Directors as provided in the Articles and Bylaws; or (iv) determine the qualifications, or terms of office, of members of the Board of Directors.

(c) The Board of Directors shall consist of not less than five members, one of whom shall be designated as chairperson. The actual number of members of the Board of Directors shall be as set forth in the Bylaws of the Association. The term of each director shall be as set forth in the

Bylaws. A member of the board of Directors may resign at any time by giving written notice to the Association, and such a resignation shall take effect upon receipt by the Association or such other date as is specified in such notice.

(d) The Board of Directors, or a Committee of the Board, appointed by Resolution adopted by a majority of the Board, shall serve as the Design Review Committee. If the Design Review Committee is made up of less than all of the members of the Board of Directors, the Board may, at any time, with or without cause, remove or replace the members of the Design Review Committee upon a majority vote of the members of the Board of Directors.

Section 4.2 Removal of Members of the Board of Directors. Notwithstanding any provision of this Amended Declaration or any other Association Document to the contrary, the Owners, by a vote of at least 51 percent of the votes allocated to all Members represented in person or by proxy at any meeting at which a quorum is present, may remove any members of the Board of Directors, with or without cause.

ARTICLE V ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation for Assessments.

(a) Each and every Owner of any Lot, except the Association, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges, (2) Supplementary Assessments, (3) Special Assessments, and (4) Individual Assessments, such Assessments to be established and collected as hereinafter provided. Any Lot owned by the Association shall be not assessed.

(b) All Annual, Supplementary, Special and Individual Assessments, together with interest at the highest lawful rate as provided by the Act, as may be further amended from time to time, late charges, costs, and reasonable attorney's fees:

(1) Shall be a charge on the land and shall be a continuing lien in favor of the Association against the Lot against which each such Assessment is made. The Association's lien resulting from this paragraph shall be prior to any other lien or claim against a Lot, except for a lien for ad valorem taxes, Mortgages and liens and encumbrances recorded before the recordation of the Original Declaration, and except as otherwise provided in this Amended Declaration. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person, or entity, who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them; and

(2) Shall be a charge on the land and shall be a continuing lien in favor of the Association against the Lot against which each such Assessment is made to the extent provided by the Act, as such may be further amended from time to time. The Association's lien resulting from this paragraph shall be prior to any other lien or claim against a Lot, except for a lien for ad valorem taxes and liens and encumbrances recorded before the recordation of the Original Declaration, and except as otherwise provided in this Amended Declaration. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person, or entity, who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 5.2 Purposes of Assessments. The Assessment levied by the Association shall be used exclusively: to promote the health, safety, and welfare of the residents within the Property; for the management and operation of the Association; for the improvement, maintenance and repair of the Common Elements and Easements, including, but not limited to, landscaped areas and sprinkler or irrigation systems therefor and any other improvements located therein or thereon; for the maintenance and repair of signs wherever located; for the repair, maintenance, and replacement of the Buildings constructed upon the Common Elements; for the repair, maintenance and replacement of the Units, Buildings and improvements constructed upon Lots owned by the Association; and for the improvement, maintenance and repair of all streets, parking areas, driveways, sidewalks, paths, fences, yards, landscaped areas, and other improvements situated upon the Open Space, the Common Elements, or in any Easements for the Property as specified in Article V herein; for snow plowing and removal from all Common Elements and for such other improvements, maintenance, repairs, replacements and services as the Association may determine to be in the best interests of the Owners and the Project; for the repair, maintenance, and replacement of all water lines and facilities owned by the Association; and for all other activities and obligations of the Association as required or allowed by this Declaration or the Act.

Section 5.3 Annual Assessments.

(a) Annual Assessments shall be made for the purposes of providing funds for the normal operations of the Association including, but not limited to: the purposes set forth in Section 5.2 above; salaries; costs of operating the Association; insurance premiums for insurance coverage provided for in Article VII; management fees; employee salaries and benefits; office costs; snow removal from all streets, driveways and parking areas located within the Property; adequate reserve funds for maintenance repair and replacement of driveways, streets, and those portions of the Common Elements, Lots, Units, and Buildings owned by the Association, and Easements that must be repaired and/or replaced on a periodic basis; improvements to the Common Elements and Lots owned by the Association; amounts necessary to pay deficits or debts incurred by the Association; trash, garbage or other waste removal charges; charges for water to irrigate landscaped areas of the Common Elements; real estate taxes; betterment or other special assessments, if any; and funds for any other purpose or purposes of the Association provided for herein or allowed by the Act. The total amount of money required to be raised by Annual Assessments for each fiscal year shall be the

amount, as determined by the Board, necessary to satisfy the costs and expenses of fulfilling such functions and obligations of the Association in such fiscal year, including the payment of reserves, and providing a reasonable carry-over reserve for subsequent fiscal years. To determine the amount required to be raised by Annual Assessments for any fiscal year, the Board shall prepare an annual budget for such fiscal year showing, in reasonable detail, the various matters proposed to be covered by the budget, the estimated income and other funds which will be available in that fiscal year, the estimated total amount of money required to be raised by Annual Assessments to cover such costs and expenses and to provide a reasonable reserve, and the estimated apportionment of the Assessments among the Lots. The Board of Directors shall furnish a summary of such budget to the Owners and shall set a date for a meeting of the Owners to consider the ratification of such budget as required by the Act as such may be further amended from time to time. Upon receipt of a written request, the Board will furnish a summary of the most recently adopted budget to any Mortgagee. Based on such budget, the Board of Directors shall determine the amount of the Annual Assessment per Lot for such fiscal period.

(b) If the Board shall fail to establish an Annual Assessment for any year, the Annual Assessment for such year shall remain the same as for the year immediately preceding, except that, upon Approval by the Board, in accordance with the Act, or by a majority vote of the entire membership of the Association, such Annual Assessment may be increased or decreased for the remainder of the Assessment year as of the first day of the month following such vote.

(c) Annual Assessments shall apply only to Lots now or hereafter subjected to this Amended Declaration and included within the jurisdiction of the Association, but not to Lots owned by the Association.

(d) Annual Assessments shall be payable in twelve equal monthly installments during each fiscal year.

Section 5.4 Supplementary Assessments. In the event that the Board shall determine, at any time, or from time to time, that the amount of the Annual Assessments is not adequate to pay for the costs and expenses of fulfilling the Association's obligations hereunder, one or more Supplementary Assessments may be made for the purpose of providing the additional funds required. To determine the amount required to be raised by each Supplementary Assessment, the Board shall revise the annual budget for such fiscal year as provided in Section 5.3, or prepare a new budget, a summary of which shall be furnished to each owner and shall set a date for a meeting of the owners to consider the ratification of such budget as required by the Act as may be further amended from time to time. Upon receipt of a written request, the board will deliver a summary of the revised or new budget to any Mortgagee. Based on such revised or new budget, the Board may make a Supplementary Assessment for such fiscal year against each Lot.

Section 5.5 Special Assessments. A Special Assessment for purposes of large or unexpected expenditures shall be made only upon resolution of the Association's Board of Directors. The Board will deliver to all Lot Owners, by first class mail or otherwise, a summary of the Special Assessment and shall set a date for a meeting of the owners for purposes of ratification of the Special

Assessment as required by the Act as may be further amended from time to time.

Section 5.6 Individual Assessments. Individual Assessments shall be made against one or more, but not all, of the Lots to reimburse the Association for any expense incurred with respect to any such Lot or for any fee, fine or other charge imposed with respect to any such Lot, as allowed by this Amended Declaration, the Act, the Bylaws of the Association, or the Rules and Regulations of the Association.

Section 5.7 Uniform Rate of Assessments. Annual, Supplementary, and Special Assessments for each Lot shall be uniform and shall be determined by dividing the total Assessment by the total number of Lots that are not owned by the Association.

Section 5.8 Certificate of Status of Assessment. The Association shall, upon written request by an Owner or such Owner's designee or by the holder of a Mortgage or its designee, delivered personally or by certified mail, first class postage prepaid, return receipt, to the Association, and upon payment of a reasonable charge, furnish a certificate signed by an officer of the Association setting forth the amount of unpaid Assessments currently levied against the Owner's Lot. The statement shall be furnished as provided in the Act, which may be further amended from time to time. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5.9 Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment or installment not paid within ten (10) days after the due date shall bear interest from the due date at the rate established from time to time by the Board of Directors, which rate shall not exceed the highest rate allowed by the Act, as may be further amended from time to time. In addition, the Board may establish by resolution a reasonable delinquent or late charge for any Assessment not paid when due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the Association's lien against the Lot, or both. No Owner may waive or otherwise escape liability for the Assessments or other charges provided for herein by non-use of the Common Elements or abandonment of his Lot. In addition to any other remedies herein or by law provided, the lien herein established may be foreclosed by an action in the State Courts of the State of Colorado located in Summit County, Colorado, pursuant to the law and statutes of the State of Colorado, and subject to all the rights and duties therein provided, including redemption. In any civil action to enforce or recover unpaid Assessments, the prevailing party shall be entitled to an award of reasonable attorney fees and all costs of collection or foreclosure.

Section 5.10 Subordination of the Lien Mortgages. Except as provided in Section 5.1(b)(2), the lien for Assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a Mortgage of record and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not. Sale or transfer of any Lot shall not affect the lien for said Assessments, except that sale or transfer of any Lot pursuant to foreclosure of any such Mortgage or any such executory land sales contract shall extinguish the lien of assessment charges which became due prior to any such

sale or transfer, or foreclosure. No such sale, transfer or foreclosure nor cancellation or forfeiture of any such executory land sales contract shall relieve the Lot from liability for any assessment charges thereafter becoming due, nor from the lien thereof. Nothing herein shall be deemed to release any Owner from his personal obligation to pay any assessment.

Section 5.11 Homestead. The lien of the Association for unpaid Assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado or Federal law. The acceptance of a deed to any Lot subject to this Declaration shall constitute a waiver of all homestead exemptions as against said Assessment lien.

Section 5.12 Recording of Liens. The Board may record a Notice of Lien identifying all Lots owned by an Owner who fails to pay an Assessment installment within sixty (60) days of becoming due.

Section 5.13 Notice to Lot Owners. Notice by the Board and other Owners of matters affecting the Association of the Valdora Village at Breckenridge development shall be via first class mail or personal delivery to the Owners and the Association.

ARTICLE VI DESIGN REVIEW COMMITTEE

Section 6.1 Purpose. Any and all exterior design, construction, remodel, and uses or development on and/or additions to any Building or Unit within the Property, as well as any changes or alterations thereto, shall be subject to review by and consent of the Design Review Committee. The goal of such review and consent shall be to create, maintain and improve the Property as a pleasant and desirable environment, establish and preserve a harmonious design for the community, to ensure that all Buildings and Units are compatible with neighboring Buildings and Units, and protect and enhance the value of the Property.

Section 6.2 Appointment of Members. The Association shall establish the Design Review Committee consisting of a minimum of three members. Each member of the Design Review Committee shall be a member of and appointed by the Board of Directors of the Association, and any such member may be removed, with or without cause, at any time, by a majority vote of the Board of Directors of the Association. The foregoing notwithstanding, unless a Design Review Committee comprised of less than all members of the Board of Directors is established by Resolution of the Board, all members of the Board of Directors shall constitute the Design Review Committee.

Section 6.3 Authority of Design Review Committee.

(a) The Design Review Committee shall establish and have the authority to amend and modify rules, regulations and design guidelines (the "Architectural and Development Standards" or

"Standards") governing the design and construction of, as well as improvements to, all structures, Buildings and Units, landscaping, recreational facilities, exterior lighting, signage and general improvements proposed within the Property. Any and all such Standards, together with any amendments or modifications thereto, shall be approved by a majority of the Board of Directors before taking effect.

(b) The following, among other things, shall require prior written approval of the Design Review Committee: grading and other site preparation; new improvements; Building construction; or modification, Unit construction or modification, sign design and erection; exterior changes to property or improvements; modification, alteration or enlargement of any existing structure; paving and driveways; fencing; exterior lighting; location and maintenance of all structures and improvements; and changes to the permitted use of any property within the Property. In exercising its authority to modify or reject any project proposal, the Design Review Committee shall consider the applicable Standards and may, when warranted, consider whether such proposal would cause an inappropriate or unacceptable disturbance of views for or impacts to other sites or structures, and such consideration shall weigh heavily the right of each Owner to use and develop his or her property in keeping with the provisions set forth in this Declaration. Except as may otherwise be provided for herein, the approval of the Design Review Committee shall not be required for alterations or remodeling which are completely within a building or structure, do not change the exterior appearance thereof, are not visible from the outside of the structure, and do not create additional Dwelling Units.

(c) The Design Review Committee and/or the Association shall have the power to enforce compliance with this Amended Declaration and the respective Standards, and in that regard, shall have the authority to levy and collect fines (including incremental fines for repeat offenders), sue for damages or injunctive relief, foreclose the Assessment Lien or exercise any other enforcement power conferred upon the Association by this Declaration.

Section 6.4 Decisions of Design Review Committee. Actions taken by the Design Review Committee shall not be arbitrary or capricious, and shall be presumed to be enforceable in accordance with their terms. Decisions of the Design Review Committee shall be conclusive and binding on all interested parties. Any challenge to a decision of the Design Review Committee must be filed in a court of competent jurisdiction within sixty (60) days of receipt of notice of such decision by the affected party or parties or such challenge shall be deemed to have been waived.

Section 6.5 Inspection of Projects. The Design Review Committee or its designated representatives may monitor any improvement or demolition project within the Property to ensure that the construction or work on such project complies with any and all approved plans, the Standards, construction procedures, the provisions of this Amended Declaration, applicable Rules and Regulations and applicable law. The Design Review Committee or its designated representatives may enter upon any Lot within the Property at any reasonable time or times to inspect the progress, work status, or completion of any such project. The Design Review Committee may withdraw its approval of any project and require all activity at such project to be stopped if deviations from the approved plan, the Standards, construction practices, the provisions of this

Amended Declaration, applicable Rules and Regulations or applicable law are not corrected or reconciled within ten days after written notification to the Owner of the subject property specifying such deviations, or within such lesser period of time as is specified by the Design Review Committee in such notice to the Owner. The Design Review Committee shall have the authority to levy and collect Individual Assessments for such deviations, including, without limitation, incremental monetary fines for the occurrence of repeated violations.

Section 6.6 Design Review Committee Not Liable. Neither the Design Review Committee, nor any of its respective officers, directors, employees, members or agents shall be responsible or liable for any defects in any plans or specifications which are submitted, revised or approved pursuant to this Article VI, nor for any defects in construction pursuant to such plans and specification, nor for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Design Review Committee, unless due to the willful misconduct or conscious bad faith of the party to be held liable. In reviewing any matter, the Design Review Committee shall not be responsible for reviewing, nor shall its approval of any project be deemed approval of, the project from the standpoint of safety, whether structural or otherwise. Approval of plans and specifications pursuant to this Article VI shall not relieve any Owner of said Owner's responsibility to comply with any and all applicable governmental laws or regulations.

Section 6.7 Design Review Committee Fees. All costs and fees incurred by the Association in undertaking the responsibilities of the Design Review Committee, including, but not limited to, the cost of paying for professionals to provide advice to or serve on the Design Review Committee, shall be paid by the Owner of the Lot for which Design Review Committee approval is required and such costs shall, until paid, constitute an Individual Assessment lien on the Lot for which such fees and costs were incurred.

ARTICLE VII

LIMITATIONS AND RESTRICTIONS ON BUILDING IMPROVEMENTS AND USES

Section 7.1 Permitted Improvements. No Residential Lot may contain any Building and/or Improvements except:

- (a) One Unit, containing one Dwelling Unit, which may include one attached or detached garage; and
- (b) Such enclosed service areas for storage, garbage, trash, utilities and other maintenance facilities as may be approved in writing by the Design Review Committee; and
- (c) Such fences, walls, driveways and parking areas as may be approved in writing by the Design Review Committee.

Section 7.2 Prohibited Improvements. No structures or buildings of a temporary character, nor any mobile home, house trailer, tent shack, or other such structure shall be placed or used within the Property, either temporarily or permanently, without prior written approval of the

Design Review Committee, which approval may be withheld in the Design Review Committee's sole discretion. Notwithstanding the preceding sentence, necessary appurtenances, modest construction trailers and structures of a temporary nature may be used without the Design Review Committee's approval during the period of performance of construction of any Improvement for which necessary government permits and Design Review Committee approval have been obtained, provided that (a) the Design Review Committee shall approve the location and appearance of such appurtenances, trailers or structures, (b) no overnight occupancy shall be permitted in any such appurtenance, trailer or structure, and (c) such appurtenances, trailers or structures shall be removed from the Property on the earlier of (i) the date that is twelve months after the initial use thereof, or (ii) the date of substantial completion of said Improvement. No accessory unit, secondary unit, apartment, duplex, or other improvement or modification to any Unit or Building that creates more than one Dwelling Unit upon any Lot shall be allowed without the express written agreement, in the form of a Resolution, of the Board of Directors, executed by the President and Secretary of the Association and recorded in the records of Summit County. Such Resolution shall be based in part, and shall contain, a specific finding by the Board of Directors that neighboring Lot Owners will not be negatively impacted in a significant way by the allowance of more than one Dwelling Unit on the Lot in question.

Section 7.3 Design Review Committee Approval Required. No Owner shall apply to Summit County, or any other governmental authority, for permission to construct building improvements on such Owner's property without the prior express written authorization of the Design Review Committee. It shall be an objective of the Design Review Committee to prevent the making of Improvements which will materially impair the aesthetic and monetary values of the Property. In reviewing proposed project, the Design Review Committee will consider, among other things, the following factors: (a) the suitability of the improvements and the materials of which they are to be constructed; (b) the quality of all materials to be utilized in any proposed improvement; (c) the effect of any proposed improvement on adjacent or neighboring properties, provided that each Owner of property within the Property is entitled to use and develop his or her property in accordance with the covenants, conditions and restrictions set forth herein and the Standards; (d) the location and character and method of utilization of all utility services; (e) the impact of any proposed improvement upon the natural surroundings; (f) the Standards; and (g) the timely and orderly completion of all such improvements.

Section 7.4 Summit County Approval Required. No modification or other Improvement to a Lot or dwelling unit that requires the approval of Summit County shall be made or built until such approval has been obtained.

Section 7.5 Property to be Maintained. Except as otherwise provided herein, each Lot and all other portions of the Property, including all Improvements within the Property, shall be kept and maintained by the Owner(s) thereof in a clean, safe, attractive and slightly condition and in good repair.

Section 7.6 Fences. Fences, walls or other barriers on any Lot, as limited by the Standards and any other applicable instrument, may be erected only upon prior written approval of the Design

Review Committee.

Section 7.7 Paved Areas and Driveway Construction. Private driveways and parking areas within the Property may be constructed in accordance with the Standards upon prior written approval of the Design Review Committee. Materials used to create special paving patterns or colors are subject to Design Review Committee approval.

Section 7.8 Storage of Equipment and Vehicles. Construction equipment, commercial vehicles, trucks over one (1) ton, and other oversized machinery and equipment shall not be stored or parked upon any Lot. This Section 7.8 shall not prohibit the storage or parking of construction equipment and machinery within the Property during the period of construction activities for which all applicable permits and Design Review Committee approval have been obtained, provided that the Design Review Committee may require the removal of any such equipment or machinery upon written notice to the Owner of the affected Lot in the event that such equipment or machinery is simply being stored, create an undue eyesore, or interfering with the rights of neighboring Lot Owners. No vehicle shall be parked or stored in such manner as to interfere with snow plowing and/or removal from the Parking Easements and/or private driveways described in Section 8.4(c), and all such vehicles shall be moved as needed in order to allow snow plowing and/or removal of and from such Parking Easements and/or private driveways. Recreational equipment, including boats, trailers, snowmobiles, motor homes, and the like, may be stored or parked in private driveways, but not in the Parking Easements, during the summer months. In winter, such vehicles and equipment may be stored or parked on portions of the Lots that are not designated as either Parking Easements or private driveways.

Section 7.9 Water and Sewer. Any Unit or Building constructed or maintained upon the Property shall be converted to the public water and sewer services serving the Project. No wells or septic systems shall be allowed upon the Property.

Section 7.10 No Unsightliness. No unsightliness shall be permitted on any Property. Without limiting the generality of the foregoing: (a) all unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure, except as otherwise provided herein; (b) refuse, garbage and trash shall be kept in a covered container at all times and any such container shall be kept within an enclosed structure; (c) service areas and facilities for hanging, drying or airing clothing or fabrics shall, if possible and practical, be kept within an area not visible from the street; (d) pipes for water, gas, sewer, drainage or other purposes, wires, poles, antennas and other facilities for the transmission or reception of audio or visual signals or electricity, utility meters or other utility facilities, gas, oil, water or other tanks shall be kept and maintained within an enclosed structure or below the surface of the ground, unless otherwise approved in writing by the Design Review Committee prior to installation, except that satellite reception equipment no larger than 18 inches in diameter shall be permissible upon written approval of the proposed location thereof by the Design Review Committee; (e) no metals, tires, bulk materials, motor vehicle or machinery parts, scrap, refuse, trash or unused items of any kind shall be kept, stored or allowed to accumulate on any Property; and (f) furniture intended for indoor use, such as sofas, couches, upholstered chairs, and the like, shall not be kept, stored or used outside of the interior of a Unit. All

enclosed structures shall comply with the Rules and Regulations as in effect from time to time.

Section 7.11 Pets. Dogs, cats or customary household pets may be kept on the Property in accordance with Summit County regulations. No wild animal may be trapped anywhere within the Property, except for (a) animal control activities of authorized governmental entities and licensed contractors and (b) activities of Owners to trap rodents for the purpose of removal or destruction. No pet may be kept which abnormally or unreasonably interferes with the rights, comforts or convenience of other Owners. For-profit breeding of any animals on the Property is specifically prohibited. All pets must be kept on a leash or within an electric invisible fence when outside an Owner's residence. No pets of any kind shall be allowed to run or roam free on the Property. No horses may be stabled or kept anywhere on the Property.

Section 7.12 Restriction on Signs. Except as otherwise provided herein, no signs or advertising devices of any nature shall be erected or maintained on any Property except signs approved by the Design Review Committee, signs required by law or legal proceedings, identification signs for work under construction (not to exceed six square feet), temporary signs to caution or warn of danger or Association signs necessary or desirable to give directions or advise of rules or regulations. Except as otherwise provided herein, the Design Review Committee shall have the authority to approve the size and location of signs within the Property. Without limiting the foregoing, the Design Review Committee may adopt a standard "for sale" sign to be used by all Owners in connection with any sale of any Lot.

Section 7.13 Restriction on Parking. Parking of vehicles on the Property or any portion thereof is permitted with respect to a Lot only within the Parking Easements described in Section 8.4(c) and private driveways, and such parking shall be used only by the Owner or Lessee of such Lot or Lots for which such parking is reserved, and their guests, for the parking of personal vehicles.

Section 7.14 No Commercial Development or Use. At no time shall any commercial development or commercial use be allowed on the Property. For purposes of this Section 7.14, commercial use shall include any activity, service or business of any kind the result of which products or services are exchanged for consideration that: (1) requires or results in employees, clients or customers coming to and from any Lot or Unit in order to participate in such activity, service, or business; or (2) requires or results in either a visual or audio impact on neighboring Lots or Units. This Section 7.14 shall not prohibit in home offices that do not result in employees, clients or customers coming to and from a Lot or Unit and do not result in either visual or audio impacts neighboring Lots or Units.

ARTICLE VIII GENERAL RESPONSIBILITIES AND RESTRICTIONS

Section 8.1 Common Elements. The Association is herewith charged with the direct and continuing responsibility for maintenance, repair, replacement, operation, protection, extension and improvement of the Common Elements and all Units, Buildings and Improvements constructed upon Lots owned by the Association.

Section 8.2 Exterior Maintenance. All Improvements and the exterior of all Units and Buildings shall be maintained by the Owners in accordance with the approval of such Improvements, Units and Buildings by the Design Review Committee.

Section 8.3 Use Restrictions.

(a) No Unit or Lot shall be used, and no Building and/or Unit shall be hereafter constructed or converted for a use other than a single family dwelling containing no more than one Dwelling Unit without the express written consent of the Board of Directors. No secondary or accessory unit or apartment of any kind may be created or maintained in any Unit or on any Lot without the express written consent of the Board of Directors. All uses undertaken shall be wholly compatible with the structure of the Unit, Building, the Lot, the surroundings, and the topography of the land, as well as the legitimate and proper uses of the Property. The Board of Directors may, but shall not be required to, approve the use of a Unit or Building to include a secondary or accessory Unit, in compliance with the Summit County Development Code, provided that all other aspects of this Amended Declaration and the Standards are met and provided that the Board determines that such use shall not negatively impact neighboring Lots and Lot Owners, all in accordance with Section 7.2 above.

(b) No tree may be cut down on the Property without the approval of the Board. No fences, hedges, walls, or other improvements or structures shall be erected or maintained in or upon any Lot or upon the Common Elements except as approved by the Design Review Committee. Except for the right of ingress, egress and parking, the Owners are hereby prohibited and restricted from using any of the Property outside the exterior boundary lines of their respective Lots, except as may be allowed by the Association's Board of Directors and this Declaration. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for their protection.

(c) Maintenance, upkeep and repairs of any Building and/or Unit or other improvements on or to each Lot, shall be the sole responsibility of the Owner thereof and not of the Association. In the event an Owner of any Lot shall fail to maintain his Lot or Unit and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot or Unit and the exterior of the Unit and any other improvements erected thereon. The cost of such maintenance shall be an Individual Assessment to which such Lot, and the Owner thereof, is subject.

(d) All utilities, fixtures and equipment installed within any Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the Lot, shall be maintained and kept in repair by the Owner thereof. An owner shall not do any act or work that will impair any Easement or hereditament, nor perform any act nor allow any condition to exist which will adversely affect the other Lots or the Owners thereof. The foregoing notwithstanding, common water and sewer lines that have not been accepted for repair, maintenance, and replacement by the Town of Breckenridge or the Breckenridge Sanitation District, are owned by the Association as Common Elements, and may be repaired, maintained, and replaced by the Association and the cost of such repair,

maintenance and replacement shall be shared equally by, and assessed as Individual Assessments against, those Lots served by such common line.

(e) By way of enumeration, and not limitation, the use of all the Property, Units, Buildings and Lots located thereon shall be subject to the following restrictions and limitations:

(1) No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property, nor upon any structure situated thereon, without prior written approval and authorization by the Design Review Committee;

(2) Refuse piles or other unsightly objects or materials shall not be allowed to be placed or to remain upon the Property. The Association shall have the right to remove such refuse piles or other unsightly objects or materials at the expense of the Owner responsible therefor, and such entry shall not be deemed a trespass provided three (3) days prior notice has been given to the Owner and the Owner failed to remove same during said three (3) day period;

(3) No free-standing mailbox or newspaper box shall be erected unless approved by the Board of Directors;

(4) Trash, garbage or other waste shall be disposed of in a sanitary manner, pursuant to rules and regulations adopted by the Association. All trash containers must be kept indoors at all times except on trash pickup day. All containers must have animal proof lids securely in place when outside;

(5) No storage tanks of any kind, either elevated or buried shall be erected, placed or permitted upon the Property;

(6) No exterior clotheslines shall be attached to any Building or Unit or permitted or maintained on the Property except as approved by the Design Review Committee;

(7) All tools, equipment, and other personal property shall be kept and maintained in neat condition and in such a manner so that, to the extent possible, the same are concealed from view from any other Lot; and

(8) No junk vehicle, inoperative vehicle, unlicensed vehicle, or vehicle under repair shall be parked, stored or maintained on the Property for more than two (2) days.

Section 8.4 Easements.

(a) Each Lot and the Common Elements shall be subject to: all easements and rights of way as shown on the Plat; easements and encroachments created by construction, including those for overhangs, roofs, patios and fences; easements for utility and utility services; easements for vehicular

and pedestrian access to and from each Unit, over, across and through driveways, whether located completely or partially on or shared with such adjacent Lot, and for parking of vehicles, provided that no Owner, tenant, guest or other invitee shall have any right to park any vehicle on any portion of any driveway in a location which hinders vehicular access to or from the Unit located on any other Lot; easements for maintenance of all improvements and utility services; and easements for access by the Association to effect the purposes set forth in this Amended Declaration, including, but not limited to, the promotion of the health, safety, and welfare of the residents of the Property.

(b) There is hereby created a blanket, perpetual non-exclusive easement for the benefit of all utility companies serving the Property upon, across and over all of the Property, for ingress and egress, for replacing, repairing and maintaining all utilities which are now or hereafter existing on the Property, including but not limited to water, sewer, gas, telephone and electricity, and cable television system. A perpetual non-exclusive easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets, Lots and Common Elements in the performance of their duties.

(c) Perpetual, non-exclusive easements for ingress, egress and parking for certain Lots have been established by Declarant by separate recorded instruments, which easements are referred to herein as the "Parking Easements." Some Lots are improved with driveways that serve only one Lot, which driveways are referred to herein as "Private Driveways." The areas encompassing such Parking Easements and Private Driveways shall be maintained and kept by the Owners of the Lots served by such Parking Easements and Private Driveways, with the cost of maintenance of Parking Easements to be shared equally by all such Lot Owners, and with the cost of maintenance of Private Driveways to be borne by the Lot Owner, except for snow plowing and removal, which shall be provided by the Association. In the event that any Parking Easement and/or Private Driveway is not maintained by the Owner or Owners responsible for such maintenance, the Association may refrain from snow plowing and/or removal of such Parking Easements and/or Private driveways. The Association shall have the authority to adopt and enforce rules and regulations pertaining to the use of such Parking Easements and Private Driveways by Owners of the Lots served by such Parking Easements.

(d) The Association, the Board of Directors, and their agents shall have a non-exclusive right and easement to make such use of and to enter into or upon the Common Elements, the Lots and the Units as may be necessary or appropriate for the performance of the duties and functions which they are obligated or permitted to perform under this Amended Declaration and under the Act.

(e) The easements, uses and rights herein created for an owner shall be appurtenant to the Lot of that Owner and all conveyances of and other instruments affecting title to a Lot shall be deemed to grant and reserve the Easements, uses and rights as are provided for herein, even though no specific reference to such easements, uses and rights appears in any such conveyance.

ARTICLE IX INSURANCE AND INDEMNIFICATION

Section 9.1 Insurance. All insurance, other than title insurance, carried in connection with the Common Elements or improvements thereon or thereto shall be governed by the provisions of this Article IX.

Section 9.2 Insurance Requirements Generally.

(a) The Association shall obtain and maintain in full force and effect at all times certain casualty, liability, and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible, from responsible companies duly authorized and licensed to do business in the State of Colorado.

(b) To the extent possible, the casualty, property, and liability insurance shall: (1) provide for a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees, agents, and members; (ii) provide that the insurance cannot be canceled, invalidated or suspended on account of the conduct of the Association, its officers, directors, employees, and agents; and (iii) provide that the policy of insurance shall not be terminated, canceled or substantially modified without at least thirty (30) days prior written notice to the Association; and provide as required by the Act as may be amended from time to time.

(c) Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice and which shall be consistent with the requirements of the holders of any first mortgage or deeds of trust. Any loss falling within the deductible portion of a policy shall be borne by the Association. The cost and expense of all insurance obtained by the Association shall be paid out of Association funds collected by assessments and otherwise as elsewhere provided in this Declaration.

Section 9.3 Casualty Insurance. The Association or its agents shall obtain and maintain at all times insurance coverage or the nearest equivalent available for the full replacement cost of any Improvements, Buildings, and personal property of the Association.

Section 9.4 Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive general liability insurance, including non-owned and hired automobile liability coverage, owned automobile liability coverage (if there are any owned automobiles), personal injury liability coverage covering liabilities of the Association, its officers, directors, employees, agents, and members arising in connection with ownership, operation, maintenance, occupancy, or use of the Common Elements and any other area the Association is required to restore, repair, or maintain pursuant to this Declaration with bodily injury liability limits not less than One Million Dollars (\$1,000,000.00) for each occurrence and property damage liability limits of not less than One Million Dollars (\$1,000,000.00) aggregate. Each policy shall, whenever possible, include a "severability of interest" endorsement.

Section 9.5 Insurance by Owners. Each Owner shall obtain property, hazard, casualty and liability insurance for the Owner's Lot and Unit, and shall provide copies of such insurance policies

to the Association, if the Association so requests. At all times each Owner shall also be responsible for obtaining insurance for all of the Owner's personal property and furnishings, and, except as provided by this Article, the Association shall not be responsible for providing any such insurance. Nothing herein shall be construed as requiring any owner to obtain any insurance whatsoever as to his own personal property.

Section 9.6 Fidelity Insurance. The Association may maintain adequate fidelity coverage, if available, to protect against dishonest acts on the part of the directors, officers, trustees, and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall (i) name the Association as obligee; (ii) be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves; (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation, and from and definition of "employee" or similar expression; and (iv) provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least fifteen (15) days written notice to the Association.

Section 9.7 Other Insurance. The Association may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate.

Section 9.8 Indemnification.

(a) Indemnification. The Association shall indemnify each director, officer, property manager, their respective successors, personal representatives and heirs, against all losses, costs and expenses, including attorney's fees, reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their position with or employment by the Association, except as to matters as to which such person(s) shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director, officer or property manager in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, officer or property manager is entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a common expense, provided, however, that nothing in this Section 9.8 contained hereto shall be deemed to obligate the Association to indemnify any member or Owner who is or has been a director, officer or property manager of the Association with respect to any duties or obligations assumed or liabilities incurred by him as a member or Owner under and by virtue of this Declaration.

(b) No independent contractor, including a director, officer, member or owner providing services to the Association as an independent contractor, shall be protected by this indemnification provision, any indemnification provision provided for in the Bylaws of the Association or any

insurance policy obtained by the Association in relating to any such indemnification provision.

ARTICLE X CONDEMNATION

Section 10.1 Consequences of Condemnation. If at any time or times pursuant to this Declaration, all or any part of the Common Elements shall be taken or condemned by any public authority, or sold or otherwise disposed of in lieu or in avoidance of such condemnation, the provisions of this Article shall apply.

Section 10.2 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereafter called the "Condemnation Award," shall be payable to the Association, which may distribute the Condemnation Award to the owners or apply such proceeds to the payment of the expenses of the Association in lieu of such distribution. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Disbursement of apportioned proceeds shall be made by checks payable jointly to the respective Owners and their respective Mortgagees.

Section 10.3 Reorganization. In the event a partial taking results in the taking of a complete Lot, the Owner thereof automatically shall cease to be a member of the Association and such Owner's interest shall thereupon terminate.

ARTICLE XI SPECIAL CONSIDERATIONS

Section 11.1 Sixty-Seven Percent Vote. Except as otherwise provided herein, unless at least sixty-seven percent (67%) of the Owners of the Lots (based upon one vote for each Lot) on the Property have given their prior written approval, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Element owned, directly or indirectly, by the Association for the benefit of the Lots, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Element shall not be deemed a transfer within the meaning of this clause;

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot or an Owner;

(c) by act, or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Buildings or Units, or the maintenance of the Common Elements;

(d) fail to maintain fire and extended coverage on insurable Common Elements and other property of the Association on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs; and

(e) use hazard insurance proceeds for losses to any Common Elements or other property for other than the repair, replacement or reconstruction of such property.

Section 11.2 Majority Vote. In all other respects, the affirmative vote of a majority of the membership represented at a meeting of the Association and entitled to vote on the subject matter shall be the act of the Association unless another number is specifically designated as the required affirmative vote by the specific provision of this Declaration under consideration.

ARTICLE XII RIGHTS OF MORTGAGEES

Section 12.1 Payment of Taxes. Mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Elements and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such Common Element and the first mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. Upon request, the Association shall execute an agreement with a Mortgagee of any Unit evidencing its entitlement to such reimbursement.

Section 12.2 Priority to Proceeds. Neither the Owner, nor any other party shall have priority over any rights of the Mortgagee of a Lot in the case of a distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of Common Element.

Section 12.3 Notification of Default. A Mortgagee is entitled, upon request, to written notification of any default in the performance by an individual owner of any obligation under this Amended Declaration which is not cured within sixty (60) days.

ARTICLE XIII GENERAL PROVISIONS

Section 13.1 Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Amended Declaration. Failure by the Association or by any Owner to enforce any provision, covenant, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any civil action to enforce any provision, covenant, or restriction, the prevailing party shall be entitled to an award of reasonable attorney fees.

Section 13.2 Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in force and effect.

Section 13.3 Declaration Amendment. The covenants, conditions, restrictions and liens of the Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended, in perpetuity, for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the Owners.

Section 13.4 No Partition or Subdivision. Similarly, no action shall be brought for partition or subdivision of a Lot or Unit between or among the owners thereof. Each Owner hereby expressly waives any and all such rights of partition or subdivision he may have by virtue of his ownership of a Lot. This Section 13.4 shall not, however, be interpreted to prevent adjustments to Lot lines agreed to by the Owners of the Lots affected.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 1

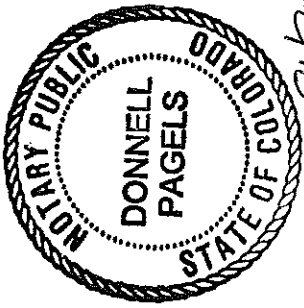
[Handwritten Signature]
 Mark F. Deinema

[Handwritten Signature]
 Victoria J. Deinema

STATE OF Colorado)
) ss.
 COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 11th day of March, 2008 by Mark F. Deinema and Victoria J. Deinema, Owner(s) of Lot 1, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
 My commission expires 9/23/09



My Comm. Expires 9/23/09

[Handwritten Signature]
 Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

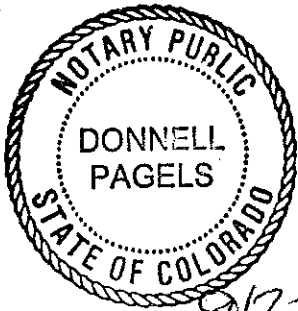
Lot 2

Mike Gall

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 4th day of June, 2009 by Mike Gall, Owner(s) of Lot 2, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/23/09

Notary Public

My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 4

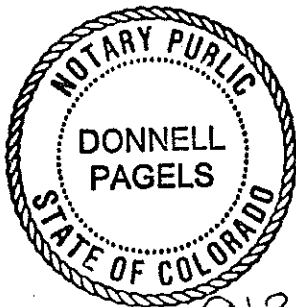
Deborah Kay Walker
Deborah Kay Walker

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 11th day of May, 2009 by Deborah Kay Walker, Owner(s) of Lot 4, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal
My commission expires 9/23/09

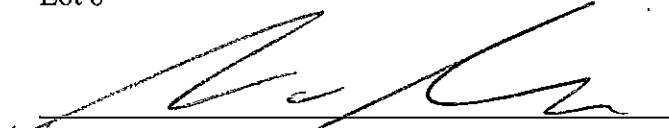
Donnell Pagels
Notary Public



My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

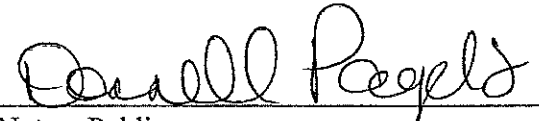
Lot 8

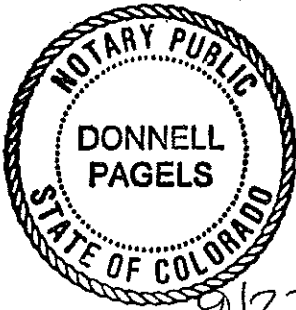

Adam M. Culp

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 1ST day of June, 2009 by Adam M. Culp, Owner(s) of Lot 8, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal,
My commission expires 9/23/09

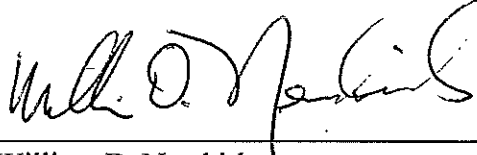

Notary Public



My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 10


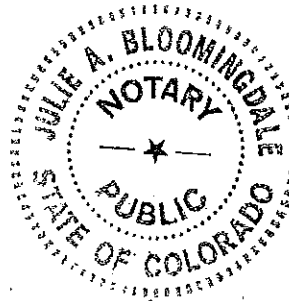


William D. Newkirk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 24th day of December, 2003 by William D. Newkirk, Owner(s) of Lot 10, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires My Commission
Expires 04/16/2005


Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 15

[Signature]
James A. Lillo

[Signature]
David J. Lillo

[Signature]
Diane M. Lillo

[Signature]
Lawrence D. Lillo

[Signature]
Carol M. Lillo

STATE OF COLORADO)
COUNTY OF JEFFERSON) ss.

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2003 by James A. Lillo, Owner(s) of Lot 15, Valdora Village Subdivision, Filing 1.



Witness my hand and official seal.
My commission expires 6/6/05.

[Signature]
Notary Public

STATE OF COLORADO)
COUNTY OF JEFFERSON) ss.

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2003 by David J. Lillo, Owner(s) of Lot 15, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 6/6/05.



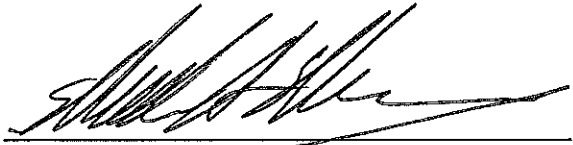
[Signature]
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2003 by Diane M. Lillo, Owner(s) of Lot 15, Valdora Village Subdivision, Filing 1.



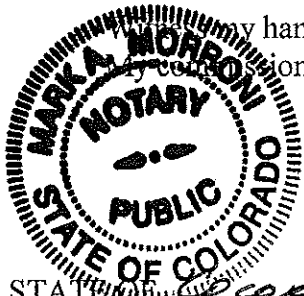
Witness my hand and official seal.
My commission expires 6/6/05.



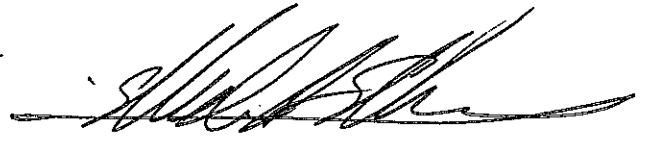
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2003 by Lawrence D. Lillo, Owner(s) of Lot 15, Valdora Village Subdivision, Filing 1.



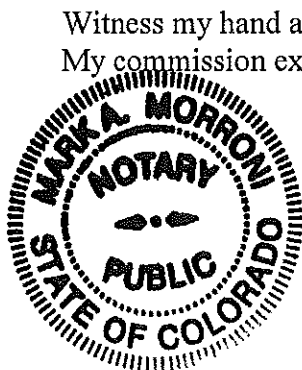
Witness my hand and official seal.
My commission expires 6/6/05.




Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2003 by Carol M. Lillo, Owner(s) of Lot 15, Valdora Village Subdivision, Filing 1.



Witness my hand and official seal.
My commission expires 6/6/05.



Notary Public

Robert A. Morroni
Robert A. Morroni


Lot 15

Michelle J. Morroni
Michelle J. Morroni

STATE OF COLORADO)
COUNTY OF JEFFERSON) ss.

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2003 by Robert A. Morroni, Owner(s) of Lot 15, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 6/6/05




[Signature]
Notary Public

STATE OF COLORADO)
COUNTY OF JEFFERSON) ss.

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2003 by Michelle J. Morroni, Owner(s) of Lot 15, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 6/6/05



[Signature]
Notary Public

Lot 15

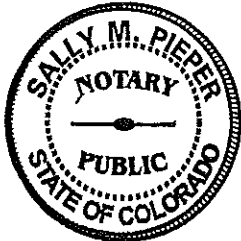
Gordon E. Pelton
Gordon E. Pelton

Lynda Duniven Pelton
Lynda Duniven-Pelton

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 18th day of December, 2003 by Gordon E. Pelton, Owner(s) of Lot 15, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 8/25/07.

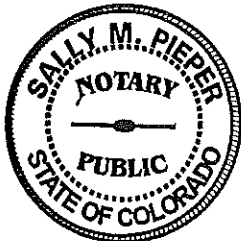


Sally M. Pieper
Notary Public

My Commission Expires Aug. 25, 2007
STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 18th day of December, 2003 by Lynda Duniven-Pelton, Owner(s) of Lot 15, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 8/25/07.



My Commission Expires Aug. 25, 2007

Sally M. Pieper
Notary Public

Lot 15

Frederick J. Marvel
Frederick J. Marvel

Kathleen H. Marvel
Kathleen H. Marvel

STATE OF Colorado)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me this 15th day of December, 2003 by Frederick J. Marvel, Owner(s) of Lot 15, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 11/13/07.

Jenny M. Jensen
Notary Public

STATE OF Colorado)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me this 15th day of December, 2003 by Kathleen H. Marvel, Owner(s) of Lot 15, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 11/13/07.

Jenny M. Jensen
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 17

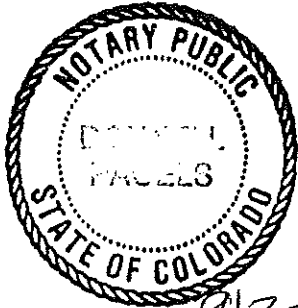
D E Bednarski

Daniel E. Bednarski

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 11th day of May, 2008 by Daniel E. Bednarski, Owner(s) of Lot 17, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal
My commission expires 9/23/09



My Comm. Expires 9/23/09

Daniel E. Bednarski
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

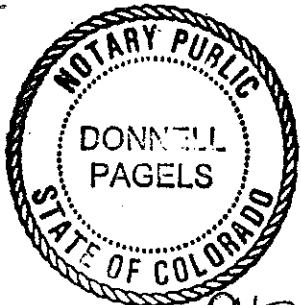
Lot 21

Michael P. McMahon

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 12th day of May, 2009 by Michael P. McMahon, Owner(s) of Lot 21, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal
My commission expires 9/23/09

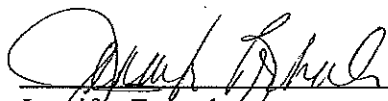


Donnell Pagels
Notary Public


My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 22



Jennifer Zertuche

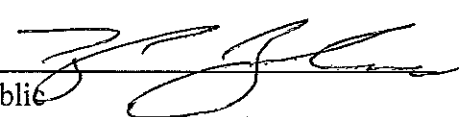


Arthur Esquibel

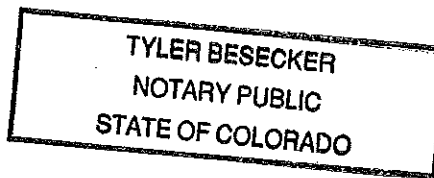
STATE OF Colorado)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 30th day of May, 2008 by Jennifer Zertuche and Arthur Esquibel, Owner(s) of Lot 22, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 04/06/2010



Notary Public



The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 26

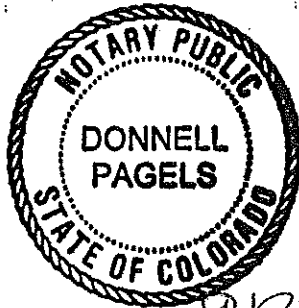
Maria E. Borrego
Maria E. Borrego

Arthur G. Borrego
Arthur G. Borrego

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 11th day of May, 2008 by Maria E. Borrego and Arthur G. Borrego, Owner(s) of Lot 26, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/23/09

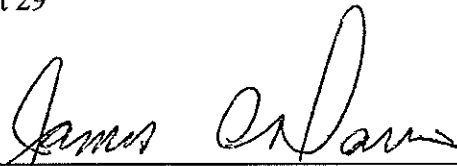


My Comm. Expires 9/23/09

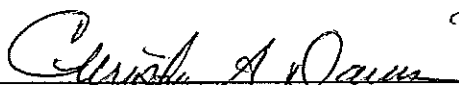
Donnell Pagels
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 29



James A. Davis

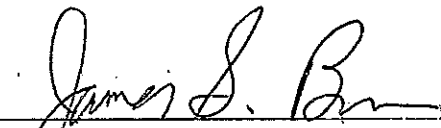


Christine A. Davis

STATE OF OHIO)
COUNTY OF LUCAS) ss.

The foregoing instrument was acknowledged before me this 22ND day of _____, 2003 by James A. Davis and Christine A. Davis, Owner(s) of Lot 29, Valdora Village Subdivision, Filing 1.

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




Notary Public

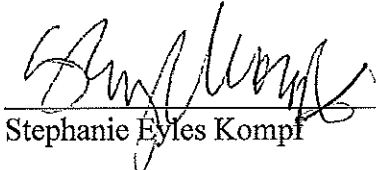
JAMES S. BROWN
Notary Public, State of Ohio
My Commission Expires April 30, 2007

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 32



Jason M. Kompf

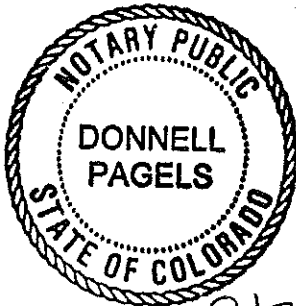


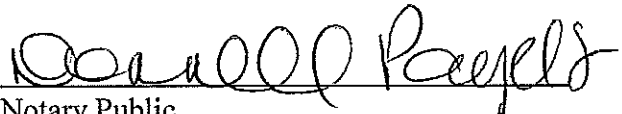
Stephanie Eyles Kompf

STATE OF Colorado,
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 11th day of May, 2008 by Jason M. Kompf and Stephanie Eyles Kompf, Owner(s) of Lot 32, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/23/09





Notary Public

My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

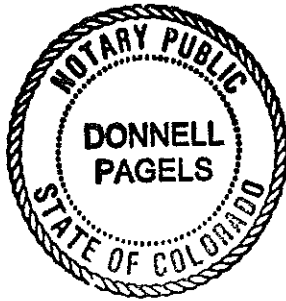
Lot 33

Charles R O'Neal, Jr.
Charles R. O'Neal, Jr.

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 2nd day of January, 2007 by Charles R. O'Neal, Jr., Owner(s) of Lot 33, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal
My commission expires 9/23/05.



My Commission Expires 9-23-2005

Donnell Pagels
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 34

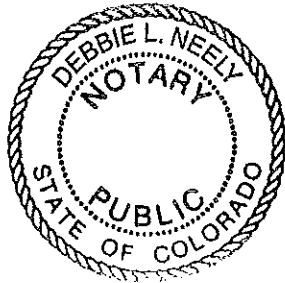
Steven D. Ostrander
Steven D. Ostrander

Sherry R. Ostrander
Sherry R. Ostrander

STATE OF CO)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 12th day of Dec., 2003 by Steven D. Ostrander and Sherry R. Ostrander, Owner(s) of Lot 34, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 12/16/06



Debbie L. Neely
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 36

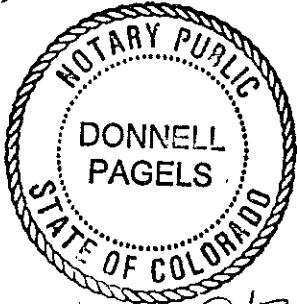
MARTYN PLUMBING & HEATING INC.

By: Bruce Martyn
BRUCE MARTYN Printed Name
PRESIDENT Title

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 29th day of April, 2009 by Bruce Martyn as President for Martyn Plumbing & Heating Inc., Owner(s) of Lot 36, Valdora Village Subdivision, Filing 1.

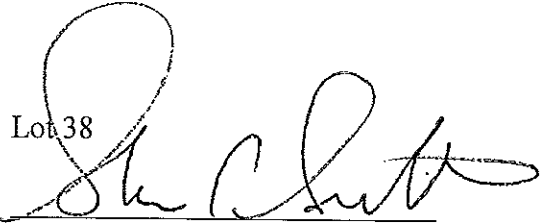
Witness my hand and official seal.
My commission expires 9/23/09



Donnell Pagels
Notary Public

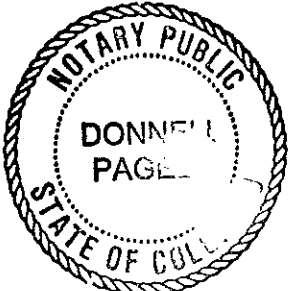
My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

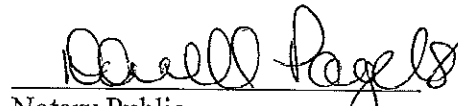
Lot 38

Steven C. Sutton

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 17th day of April, 2004 by Steven C. Sutton, Owner of Lot 38, Valdora Village Subdivision.



Witness my hand and official seal.
My commission expires 9/23/05.


Notary Public

My Commission Expires 9-23-2005

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 40

ALLYN T. MOSHER REVOCABLE TRUST

By: *Allyn T. Mosher*
Allyn T Mosher Printed Name
Trustee Title

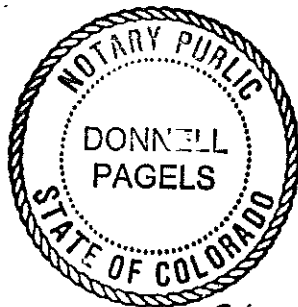
JOYCE D. MOSHER REVOCABLE TRUST

By: *Joyce D Mosher*
Joyce D. Mosher Printed Name
Trustee Title

STATE OF Colorado)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 21st day of April, 2009 by Allyn T. Mosher, Trustee of the Allyn T. Mosher Revocable Trust, and Joyce D. Mosher, Trustee of the Joyce D. Mosher Revocable Trust, Owner(s) of Lot 40, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/23/09



Donnell Pagels
Notary Public

My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 41

Sarah H. Wetmore
Sarah H. Wetmore

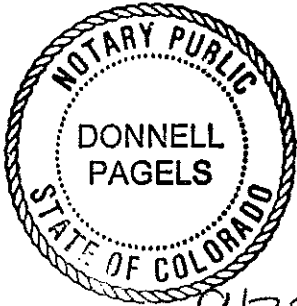
Sam R. Simonds
Sam R. Simonds

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 1st day of May, 2009 by Sarah H. Wetmore and Sam R. Simonds, Owner(s) of Lot 41, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal,
My commission expires 9/23/09

Donnell Pagels
Notary Public



My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 46

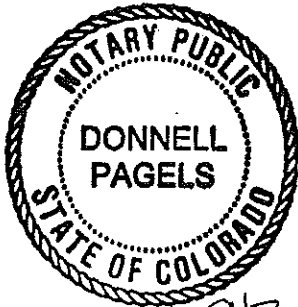
Andrzej W. Puc
Andrzej W. Puc

Wladyslawa Puc
Wladyslawa Puc

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 11th day of May, 2008 by Andrzej Puc and Wladyslawa Puc, Owner(s) of Lot 46, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/23/09



My Comm. Expires 9/23/09

Donnell Pagels
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

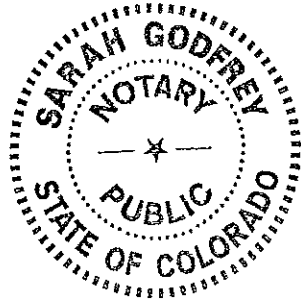
Lot 47

Bruce W Martyn
Bruce W. Martyn

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 10th day of December, 2003 by Bruce W. Martyn, Owner(s) of Lot 47, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal
My commission expires 09/24/2005.



Sarah Godfrey
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 52

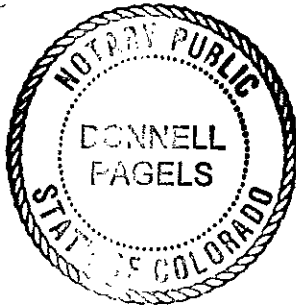
Dina Graham Sanchez
Dina Graham Sanchez

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 22nd day of May, 2009 by Dina Graham Sanchez, Owner(s) of Lot 52, Valdora Village Subdivision, Filing 1.

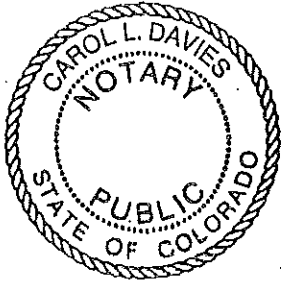
Witness my hand and official seal.
My commission expires 9/23/09

Donnell Pagels
Notary Public



My Comm. Expires _____

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.



Lot 53

Robert G. Shedd
Robert G. Shedd

Mary Shedd
Mary Shedd

STATE OF Colorado,
COUNTY OF Summit ss.

The foregoing instrument was acknowledged before me this 6 day of April, 2004 by Robert G. Shedd & Mary Shedd, Owners of Lot 53, Valdora Village Subdivision.

Witness my hand and official seal,
My commission expires 7/3/04.

[Signature]
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 54

John M. Sellers

John M. Sellers

Peggy D. Sellers

Peggy D. Sellers

STATE OF Colorado)
COUNTY OF Henson) ss.

The foregoing instrument was acknowledged before me this 22 day of March, 2004 by John M. Sellers and Peggy D. Sellers, Owner(s) of Lot 54, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires My Commission Expires July 1, 2005

[Signature]

Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

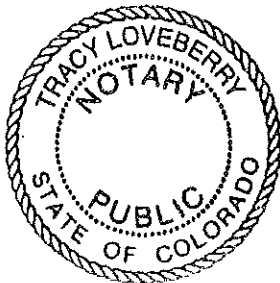
Lot 57

Tommie Jo Barney
Tommie Jo Barney

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 31 day of December, 2004 by Tommie Jo Barney, Owner(s) of Lot 57, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal,
My commission expires 01/25/06



Tracy Loveberry
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 58

[Handwritten signature of Michael P. McMahon]

Michael P. McMahon

[Handwritten signature of Teresa Z. McMahon]

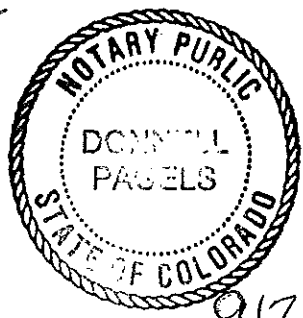
Teresa Z. McMahon

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 12th day of May, 2009 by Michael P. McMahon and Teresa Z. McMahon, Owner(s) of Lot 58, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/23/09

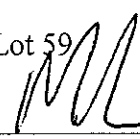
[Handwritten signature of Donnell Pagels]
Notary Public



My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 59

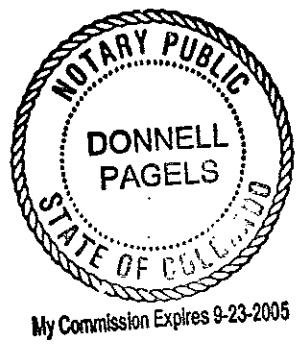


Andrew William Meulemans

STATE OF CO)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 7 day of APRIL, 2004 by Andrew William Meulemans, Owner of Lot 59, Valdora Village Subdivision.

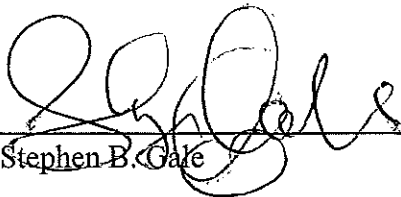
Witness my hand and official seal.
My commission expires 9/23/05



Donnell Pagels
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 60



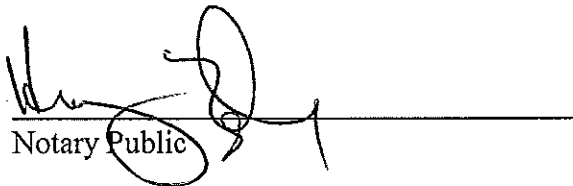
Stephen B. Gale

STATE OF New Jersey)
COUNTY OF Monmouth) ss.

The foregoing instrument was acknowledged before me this 29 day of December, 2003 by Stephen B. Gale, Owner(s) of Lot 60, Valdora Village Subdivision, Filing 1.

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

Harry Zober
Notary Public, New Jersey
Commission #2301012
Expires May 29, 2008

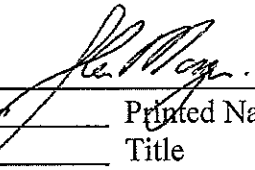


Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 61

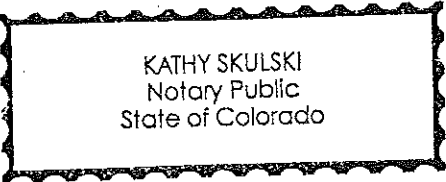
VALDORA VILLAGE AT BRECKENRIDGE
HOMEOWNERS ASSOCIATION, INC.

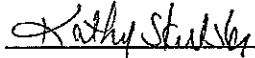
By: 
Glen Morgan Printed Name
President Title

STATE OF Colorado)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 6 day of January, 2004 by Glen Morgan as President for Valdora Village at Breckenridge Homeowner's Association, Inc., Owner(s) of Lot 61, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 8/11/04.




Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 65

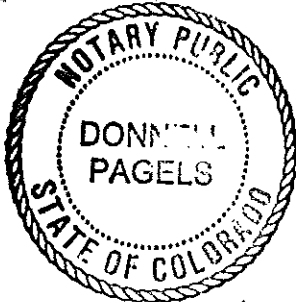
Liam Douglas Malkan
Liam Douglas Malkan

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 13th day of January, 2009 by Liam Douglas Malkan, Owner(s) of Lot 65, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/23/09.

Donnell Pagels
Notary Public



My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 66

Alvin Lorber

Alvin Lorber

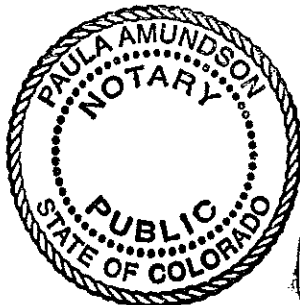
Joan W Lorber

Joan W. Lorber

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 18th day of December, 2003 by Alvin Lorber and Joan W. Lorber, Owner(s) of Lot 66, Valdora Village Subdivision, Filing 1.

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



My Commission Expires 03/02/2005

Paula Amundson

Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 69

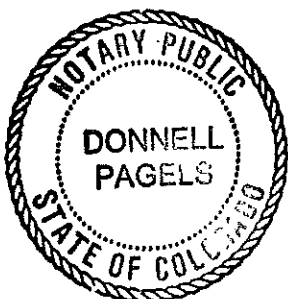
[Signature]
Michael J. Holmes

[Signature]
Meredith B. Goldberg

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 21st day of May, 2004 by Michael J. Holmes and Meredith B. Goldberg, Owner(s) of Lot 69, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/23/05



My Commission Expires 9-23-2005

[Signature]
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 72

Matthew J. Koning
Matthew J. Koning

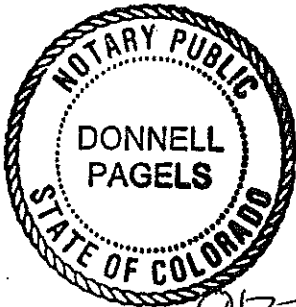
Jodi A. Koning
Jodi A. Koning

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 17th day of May, 2008 by Matthew J. Koning and Jodi A. Koning, Owner(s) of Lot 72, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal,
My commission expires 9/23/09

Donnell Pagels
Notary Public



Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

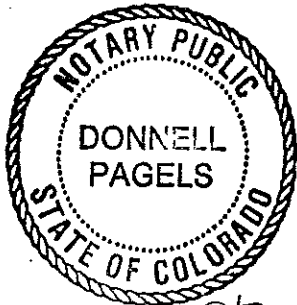
Lot 79

Carl Scofield
Carl Scofield

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 22nd day of September, 2008 by Carl Scofield, Owner(s) of Lot 79, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/23/09.



My Comm. Expires 9/23/09

Donnell Pagels
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

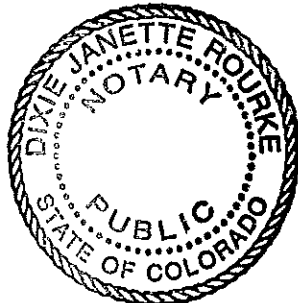
Lot 81

Gloria J. Huber
Gloria J. Huber

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 16th day of December, 2003 by Gloria J. Huber, Owner(s) of Lot 81, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 12-22-04.



My Commission Expires 12/22/2004

Dixie Janette Rourke
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 82

HUTCHINGS FAMILY LLC

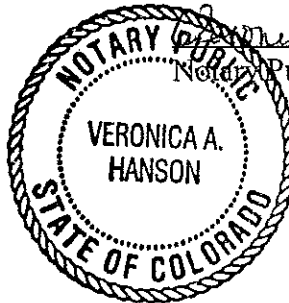
Robert G. Hutchings
Dorothy D Hutchings

By: _____
HUTCHINGS FAMILY LLC Printed Name
CO-MANAGERS Title

STATE OF Colorado)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 12th day of December, 2003 by Robert + Dorothy Hutchings CO-Managers for Hutchings Family LLC, Owner(s) of Lot 82, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 2-1-04.



Veronica A. Hanson

Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 86

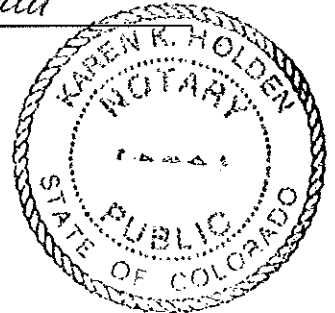
Cynthia DeAngelo
Cynthia DeAngelo

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 12 day of December, 2003 by Cinthia DeAngelo, Owner(s) of Lot 86, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 8-9-07.

Karen K. Holden
Notary Public



The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 88

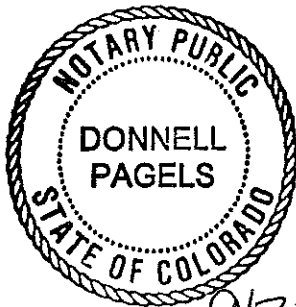
Michael E Malcolm
Michael E. Malcolm

Elisa N. Malcolm
Elisa N. Malcolm

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 11th day of May, 2009 by Michael E. Malcolm and Elisa N. Malcolm, Owner(s) of Lot 88, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/23/09

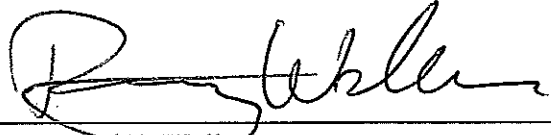


My Comm. Expires 9/23/09

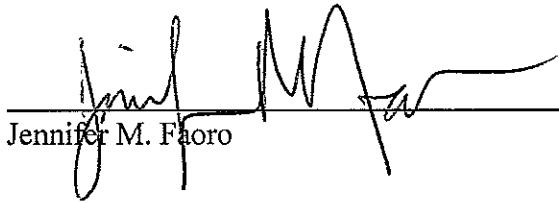
Donnell Pagels
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 90



Raymond F. Weller

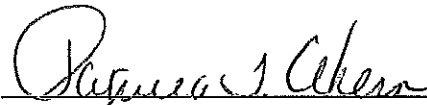


Jennifer M. Faoro

STATE OF Colorado)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 4/22 day of April, 2004, by Raymond F. Weller and Jennifer M. Faoro, Owner(s) of Lot 90, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/20/04.



Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 93

William Young
William Young

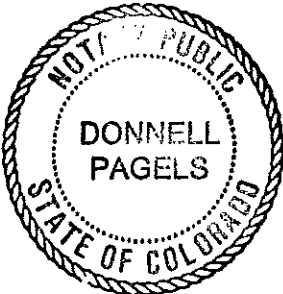
Deborah E. Young
Deborah Young

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 29th day of January, 2004 by William Young and Deborah Young, Owner(s) of Lot 93, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal
My commission expires 9/23/05.

Donnell Pagels
Notary Public



My Commission Expires 9-23-2005

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 95

Margaret A. Hosmer-Windle

Margaret A. Hosmer-Windle

Darryl Windle

Darryl Windle

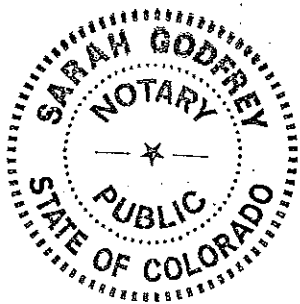
STATE OF Colorado)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 24th day of February, 2004 by Margaret A. Hosmer-Windle and Darryl Windle, Owner(s) of Lot 95, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.

My commission expires **My Commission Expires 09/24/2005**

Sarah Godfrey
Notary Public



The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 100

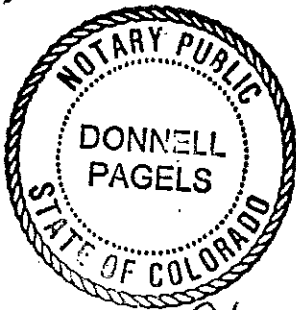
Christopher Kent Higgins
Christopher Kent Higgins

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 12th day of January, 2009 by Christopher Kent Higgins, Owner(s) of Lot 100, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal,
My commission expires 9/23/09.

Donnell Pagels
Notary Public



My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 103

Donald Louis Leinweber
Donald Louis Leinweber

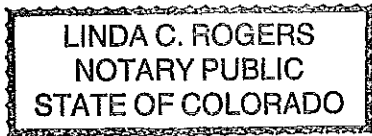
Teri Lynn Day
Teri Lynn Day

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 7 day of July, 2004 by Donald Louis Leinweber and Teri Lynn Day, Owners of Lot 103, Valdora Village Subdivision.

Witness my hand and official seal.
My commission expires 10-6-2005

Linda C. Rogers
Notary Public



My Commission Expires Oct. 6, 2005

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 108

Sally Drake Hedges
Sally Drake Hedges

STATE OF WI)
) ss.
COUNTY OF Iron)

The foregoing instrument was acknowledged before me this 21 day of Jan, 2004 by Sally Drake Hedges, Owner(s) of Lot 108, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 07/03/05.



Elizabeth A. Olson
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

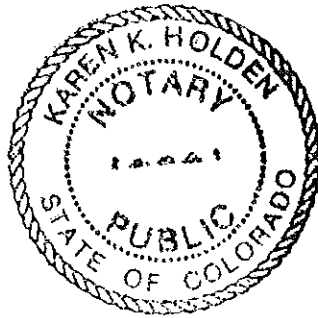
Lot 112

David B. Patterson
David B. Patterson

STATE OF Colo)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 15 day of December, 2007 by David B. Patterson, Owner(s) of Lot 112, Valdora Village Subdivision, Filing 1.

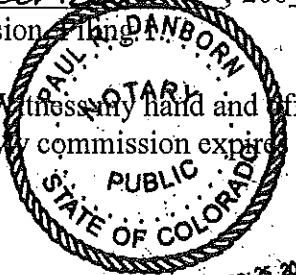
Witness my hand and official seal.
My commission expires 8-9-07.

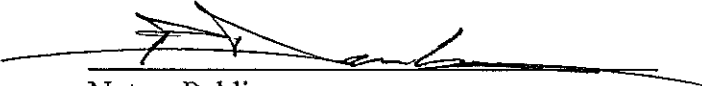


Karen K. Holden
Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

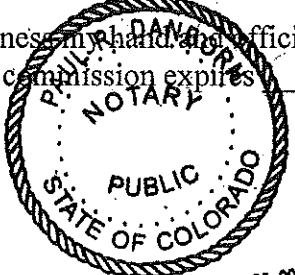
The foregoing instrument was acknowledged before me this 13th day of December, 2003 by Eileen G. Golesh, Owner(s) of Lot 123, Valdora Village Subdivision, Filing 1.


Witness my hand and official seal.
My commission expires _____

My Commission Expires January 25, 2007


Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 13th day of December, 2003 by Donald Danborn, Owner(s) of Lot 123, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires _____

My Commission Expires January 25, 2007



Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 13th day of December, 2003 by Margaret Danborn, Owner(s) of Lot 123, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires _____

My Commission Expires January 25, 2007


Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 124

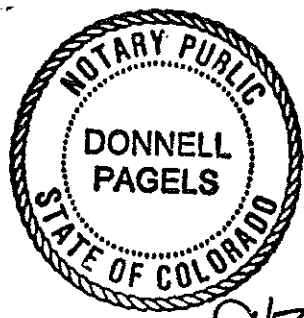
Scott R. Lias
Scott R. Lias

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 19th day of Feb., 2009 by Scott R. Lias, Owner(s) of Lot 124, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/23/09

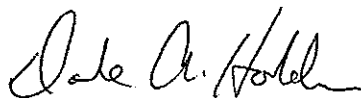
Donnell Pagels
Notary Public



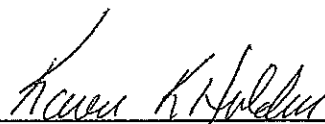
My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 125



Dale A. Holden




Karen K. Holden

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 19th day of December, 2008 by Dale A. Holden and Karen K. Holden, Owner(s) of Lot 125, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 04/05/10



Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 126

Dirk Muller

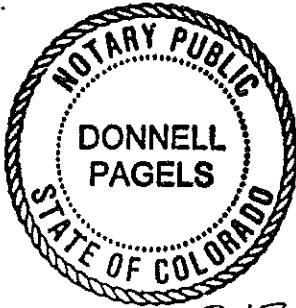
Dirk Muller

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 11th day of May, 2008 by Dirk Muller, Owner(s) of Lot 126, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal,
My commission expires 9/23/09

Donnell Pagels
Notary Public



My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 132

Robert L. Jarmon, Jr.
Robert L. Jarmon, Jr.

Margaret L. Jarmon
Margaret L. Jarmon

STATE OF Texas)
COUNTY OF Kendall) ss.

The foregoing instrument was acknowledged before me this 2 day of January, 2004 by Robert L. Jarmon, Jr. and Margaret L. Jarmon, Owner(s) of Lot 132, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 2007.



Sarah Maloy
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 137

VALDORA VILLAGE AT BRECKENRIDGE
HOMEOWNERS ASSOCIATION, INC.

By: *Glen Morgan* Printed Name
President Title

STATE OF Colorado)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 6th day of January, 2004 by Glen Morgan as President for Valdora Village at Breckenridge Homeowner's Association, Inc., Owner(s) of Lot 137, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 2/11/05.



Kathy Skulski
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 138

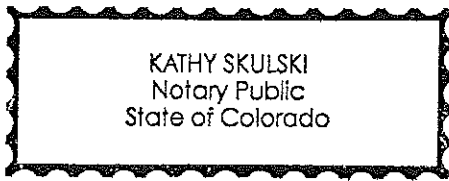
VALDORA VILLAGE AT BRECKENRIDGE
HOMEOWNERS ASSOCIATION, INC.

By: *Glen Morgan*
Glen Morgan Printed Name
President Title

STATE OF Colorado)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 6th day of January, 2004 by Glen Morgan as President for Valdora Village at Breckenridge Homeowners Association, Inc., Owner(s) of Lot 138, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 8/11/05.



Kathy Skulski
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 140

Christopher O'Reilly
Christopher O'Reilly

Wanda L. O'Reilly
Wanda L. O'Reilly

STATE OF Colorado)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 6th day of January, 2004 by Christopher O'Reilly and Wanda L. O'Reilly, Owner(s) of Lot 140, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 2.6.05.

Linda S. Albright
Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 143

Cindy L. Love

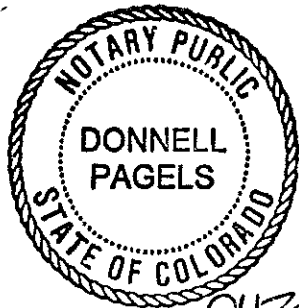
Cindy L. Love

STATE OF Colorado)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 20~~th~~ day of May, 2009 by Cindy L. Love, Owner(s) of Lot 143, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/23/09

Donnell Pagels
Notary Public



My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 144

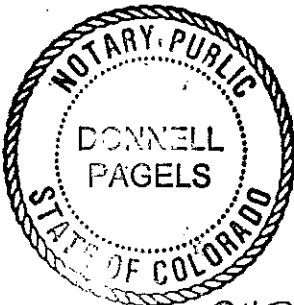
Cheryl L. Stephenson
Cheryl L. Stephenson

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 16th day of April, 2009 by Cheryl L. Stephenson, Owner(s) of Lot 144, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/23/09

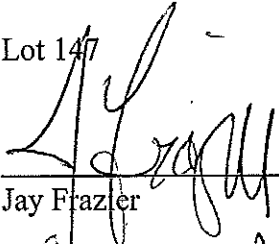
Donnell Pagels
Notary Public



My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 147

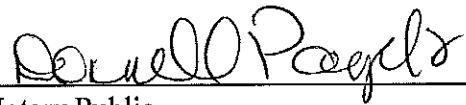

Jay Frazier

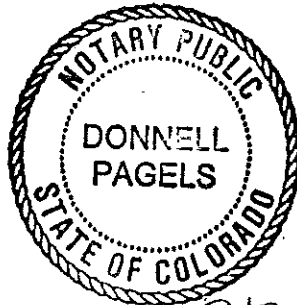

Wendy Frazier

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 22nd day of September, 2008 by Jay Frazier and Wendy Frazier, Owner(s) of Lot 147, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/23/09.


Notary Public



My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 148

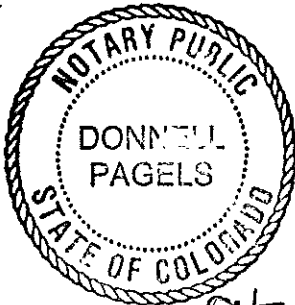
Liam Douglas Malkan
Liam Douglas Malkan

STATE OF Colorado)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 13th day of January, 2009 by Liam Douglas Malkan, Owner(s) of Lot 148, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal
My commission expires 9/23/09


Donnell Pagels
Notary Public



My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 149



Russel Backhouse

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 16th day of December, 2003 by Russel Backhouse, Owner(s) of Lot 149, Valdora Village Subdivision, Filing 1.

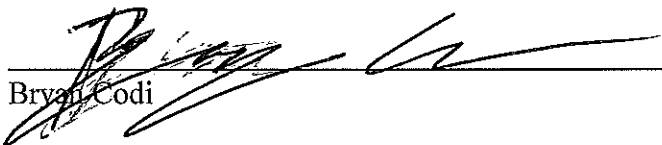
Witness my hand and official seal.
My commission expires 07-13-05.



Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

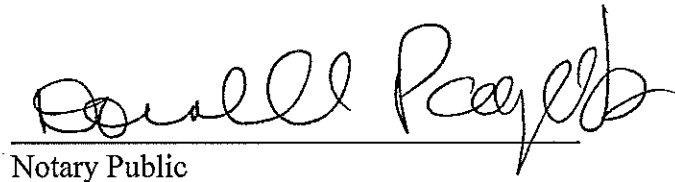
Lot 151

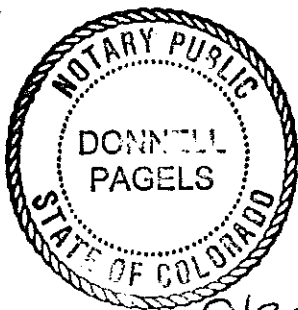

Bryan Codi

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 12th day of January, 2009 by Bryan Codi, Owner(s) of Lot 151, Valdora Village Subdivision, Filing 10

Witness my hand and official seal.
My commission expires 9/23/09

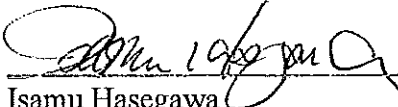

Notary Public

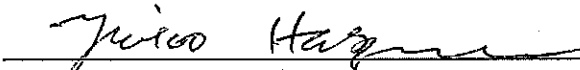


My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 154

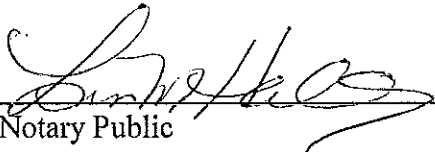

Isamu Hasegawa


Yumiko Hasegawa

STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me this 29 day of December, 2003 by Isamu Hasegawa and Yumiko Hasegawa, Owner(s) of Lot 154, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 6/28/2004.


Notary Public

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 155

James Michael Kemmler

James Michael Kemmler

STATE OF Colorado

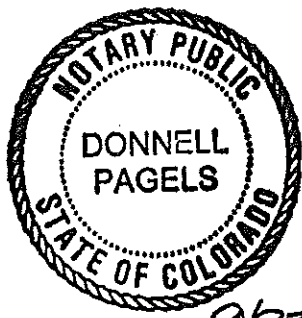
COUNTY OF Summit

)
) ss

The foregoing instrument was acknowledged before me this 16th day of June, 2008 by James Michael Kemmler, Owner(s) of Lot 155, Valdora Village Subdivision, Filing 1.

Witness my hand and official seal.
My commission expires 9/23/09

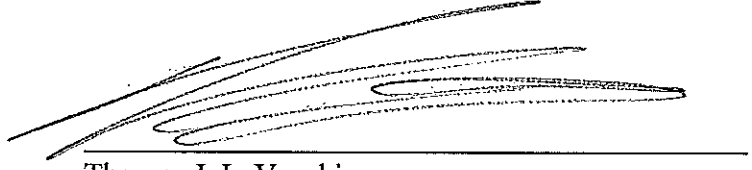
Donnell Pagels
Notary Public



My Comm. Expires 9/23/09

The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at breckenridge a/k/a French Creek at Breckenridge.

Lot 157



Thomas J. LaVecchia

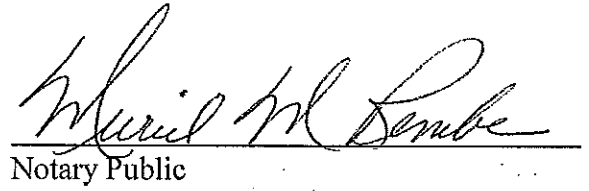


Lorren S. LaVecchia

STATE OF New York)
COUNTY OF Sullivan) ss.

The foregoing instrument was acknowledged before me this 3rd day of August, 2004 by Thomas J. LaVecchia and Lorren S. LaVecchia, Owner(s) of Lot 157, Valdora Village Subdivision.

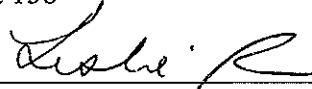
Witness my hand and official seal.
My commission expires 12-4-06.


Notary Public

MURIEL M. REMBE
Notary Public, State of New York
Sullivan County Clerk's #2532
Commission Expires Dec. 4, 20 06

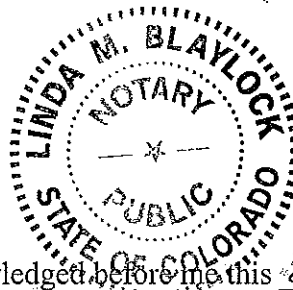
The undersigned hereby approve(s) and execute(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Valdora Village at Breckenridge a/k/a French Creek at Breckenridge.

Lot 158



Leslie Ross

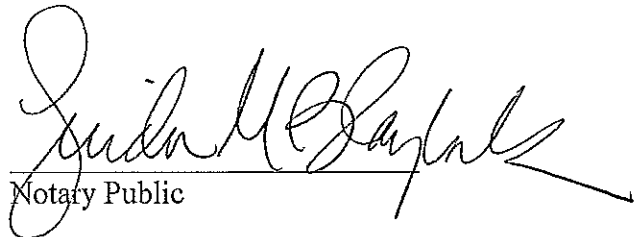
STATE OF Colorado)
COUNTY OF Summit) ss.



The foregoing instrument was acknowledged before me this 28 day of MAY, 2004 by Leslie Ross, Owner of Lot 158, Valdora Village Subdivision.

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

My Commission Expires 03/22/2005
160 U.S. Hwy. 6
Silverthorne, CO 80498



Notary Public

