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AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, COVENANTS, EASEMENTS, RESERVATIONS, AND ARCHITECTURAL CONTROL FOR UPPER VILLAGE HOMEOWNERS ASSOCIATIONS, INC.

This Amended and Restated Declaration of Restrictions, Covenants, Easements, Reservations, and Architectural Control for Upper Village Homeowners Association, Inc. ("Declaration") is made and entered into as of the 21st day of February, 2022, by the Sites of the Upper Village Homeowners Association, Inc., a Colorado non-profit corporation ("Association").

RECITALS

WHEREAS, the Declaration of Restrictions, Covenants, Easements, Reservations, and Architectural Control – Four Season of Breckenridge Village Filing No. 2, Residential, was recorded in the real property records of Summit County, Colorado on September 29, 1972, under Reception No. 128826, as amended (the "Original Declaration"); and

WHEREAS, the Original Declaration was ostensibly amended and restated on November 4, 2008 pursuant to an Amended and Restated Declaration of Restrictions, Covenants, Easements, Reservations, and Architectural Control for Upper Village Homeowners Association, Inc. ("Amended and Restated Declaration"); and

WHEREAS, it was recently discovered the Amended and Restated Declaration was never recorded in the real property records of Summit County, and instead the Amended and Restated Bylaws of Upper Village Homeowners Association, Inc. were erroneously recorded in the real property records of Summit County, Colorado on January 23, 2009, at Reception No. 903859 ("Intended Recording Date"); and

WHEREAS, the Original Declaration provides, in Section 14.7 that the Declaration may be amended upon approval of the Owners of four-fifths of the Sites; and

WHEREAS, Section 217(1) of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et seq., states "Any provision in the declaration that purports to specify a percentage larger than sixty-seven percent is hereby declared void as contrary to public policy, and until amended, such provision shall be deemed to specify a percentage of sixty-seven percent"; and

WHEREAS, the voting records from 2008 approving the Amended and Restated Declaration are not able to be located and the Owners of the Sites and the Association now desire to formally adopt the Amended and Restated Declaration and relate it back to the Intended Recording Date; and

WHEREAS, the Owners of the Sites and the Association wish to amend and restate the Declaration, as set forth herein.

AMENDMENT

NOW THEREFORE, the Declaration is hereby amended as follows:

1. The Original Declaration is hereby replaced in its entirety by the Amended and Restated Declaration attached hereto as **Exhibit 1**. The Amended and Restated Declaration shall relate back to the Intended Recording Date.

UPPER VILLAGE HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation

By: _____
John Griffith, President

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 01 day of ~~February~~ March, 2022 by John Griffith, as President of the Upper Village Homeowners Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.
My Commission Expires: August 8, 2022

_____
Notary Public

SHUNILA R. RAE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184031771
MY COMMISSION EXPIRES AUGUST 8, 2022

[CERTIFICATION PAGE FOLLOWS]

CERTIFICATION

The Secretary of the Upper Village Homeowners Association, Inc., by his or her signature below, hereby certifies, affirms and attests that this Amended and Restated Declaration of Restrictions, Covenants, Easements, Reservations, and Architectural Control for Upper Village Homeowners Association, Inc., has been approved and adopted by the Owners of at least sixty-seven percent (67%) of the Sites in the Association.

UPPER VILLAGE HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation

By: _____
Missy Burmeister, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 10th day of ~~February~~ March, 2022 by Missy Burmeister, as Secretary of the Upper Village Homeowners Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.
My Commission Expires: 3/13/23

JESSICA SNIDER
Notary Public
State of Colorado
Notary ID # 20074010604
My Commission Expires 03-13-2023

_____
Notary Public

EXHIBIT 1

AMENDED AND RESTATED
DECLARATION
OF
RESTRICTIONS, COVENANTS, EASEMENTS,
RESERVATIONS, AND ARCHITECTURAL CONTROL
FOR UPPER VILLAGE HOMEOWNERS ASSOCIATION, INC.

(FORMERLY KNOWN AS
FOUR SEASONS OF BRECKENRIDGE VILLAGE
FILING NO. 2, RESIDENTIAL)

TABLE OF CONTENTS

ARTICLE 1 ..... -1-
DEFINED TERMS ..... -1-
Section 1.1 Defined Terms ..... -1-
ARTICLE 2 ..... -3-
NAMES & DESCRIPTION OF REAL ESTATE/EASEMENTS ..... -3-
Section 2.1 Name and Type ..... -3-
Section 2.2 Property ..... -3-
Section 2.3 Number of Sites ..... -3-
Section 2.4 Identification of Sites/Site Descriptions ..... -3-
Section 2.5 Easements ..... -4-
Section 2.6 Members' Easements of Enjoyment ..... -4-
Section 2.7 Delegation of Use ..... -4-
Section 2.6 Easements for the Board of Directors ..... -4-
Section 2.7 Emergency Easements. ..... -5-
ARTICLE 3 ..... -5-
THE ASSOCIATION ..... -5-
Section 3.1 Membership ..... -5-
Section 3.2 General Purposes and Powers of the Association ..... -5-
Section 3.3 Authority of the Association ..... -5-
Section 3.4 Specific Powers ..... -5-
Section 3.5 Allocated Interests ..... -5-
Section 3.6 Association Management Agreements ..... -6-
ARTICLE 4
COVENANT FOR ASSESSMENTS FOR COMMON EXPENSES ..... -6-
Section 4.1 Creation of Association Lien and Personal Obligation to Pay Assessments for Common Expenses. ..... -6-
Section 4.2 Apportionment of Common Expenses. ..... -7-
Section 4.3 Annual Assessment/Commencement of Assessments for Common Expenses ..... -7-
Section 4.4 Special Assessments. ..... -7-
Section 4.5 Default Assessments. ..... -7-
Section 4.6 Effect of Non-Payment of Assessments. ..... -7-
Section 4.7 Lien Priority. ..... -8-
Section 4.8 Owner's Negligence or Misconduct. ..... -8-
ARTICLE 5
COVENANTS AND RESTRICTIONS ON USE,
ALIENATION AND OCCUPANCY ..... -9-
Section 5.1 Flexible Application of the Subsequent Covenants and Restrictions ..... -9-
Section 5.2 Authority. ..... -9-

Section 5.3 Use/Occupancy ..... -9-
Section 5.4 Sites to be Maintained ..... -10-
Section 5.5 Landscaping Requirements and Restrictions ..... -10-
Section 5.6 Nuisances ..... -10-
Section 5.7 No Annoying Lights, Sounds or Odors ..... -10-
Section 5.8 Refuse ..... -10-
Section 5.9 Parking and Storage ..... -10-
Section 5.10 Occupancy ..... -11-
Section 5.11 Use of Common Area ..... -11-
Section 5.12 Fences ..... -11-
Section 5.13 Drainage ..... -11-
Section 5.14 Temporary Structures ..... -11-
Section 5.15 Water and Sewage ..... -11-
Section 5.16 Unsightliness ..... -11-
Section 5.17 Signs ..... -12-
ARTICLE 6
ARCHITECTURAL REVIEW ..... -12-
Section 6.1 Required Approval ..... -12-
Section 6.2 Architectural Criteria ..... -12-
Section 6.3 Establishment of the Architectural Review Committee ..... -12-
Section 6.4 Architectural Guidelines ..... -12-
Section 6.5 View Corridors ..... -13-
Section 6.6 Reply and Communication ..... -13-
Section 6.7 Variances ..... -13-
Section 6.8 Right to Appeal ..... -13-
Section 6.9 Waivers ..... -13-
Section 6.10 Liability ..... -13-
Section 6.11 Records ..... -14-
Section 6.12 Enforcement ..... -14-
ARTICLE 7 ..... -14-
INSURANCE/CONDEMNATION ..... -14-
Section 7.1 Insurance on the Sites ..... -14-
Section 7.2 Insurance Carried by the Association ..... -14-
Section 7.3 Hazard Insurance on Common Area ..... -15-
Section 7.4 Association Liability Insurance ..... -15-
Section 7.5 Association Fidelity Insurance ..... -15-
Section 7.6 Association Worker's Compensation and Employer's Liability Insurance ..... -15-
Section 7.7 Officers' and Directors' Personal Liability Insurance ..... -15-
Section 7.8 Other Association Insurance ..... -15-
Section 7.9 Insurance Premium ..... -16-
Section 7.10 Managing Agent Insurance ..... -16-
Section 7.11 Annual Insurance Review ..... -16-

Section 7.12 Adjustments by the Association ..... -16-
Section 7.13 Duty to Repair ..... -16-
Section 7.14 Condemnation and Hazard Insurance Allocations and Distributions. ..... -16-
ARTICLE 8 ..... -16-
GENERAL PROVISIONS ..... -16-
Section 8.1 Enforcement ..... -16-
Section 8.2 Severability ..... -16-
Section 8.3 Term of Declaration ..... -17-
Section 8.4 Amendment of Declaration by Owners ..... -17-
Section 8.5 Captions ..... -17-
Section 8.6 Interpretation ..... -17-
Section 8.7 Singular Includes the Plural ..... -17-
Section 8.8 Challenge to this Amendment ..... -17-
Section 8.9 Non-Waiver ..... -17-
Section 8.10 Conflict of Provisions ..... -17-
EXHIBIT A ..... -19-
EXHIBIT B ..... -20-

AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS, COVENANTS, EASEMENTS, RESERVATIONS, AND
ARCHITECTURAL CONTROL
FOR
UPPER VILLAGE HOMEOWNERS ASSOCIATION, INC.

THIS AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth by the Upper Village Homeowners Association, Inc., a Colorado nonprofit corporation.

RECITALS:

A. On September 29, 1972, The Breckenridge Company, a Colorado corporation, recorded a Declaration of Restrictions, Covenants, Easements, Reservations, and Architectural Control - Four Seasons of Breckenridge Village Filing No. 2, Residential, in Book 225, Pages 93-121, in the real property records of Summit County, Colorado, as amended ("Original Declaration") submitting the following real property to its covenants, conditions and restrictions:

> Four Seasons of Breckenridge Village Filing No. 2, according to the plat thereof recorded with the Clerk and Recorder of Summit County on the 27th day of October, 1971, under Reception No. 122973, except lots 13, 16, and 39 through 43 inclusive and except tracts C, F, G, I, N and O as shown on said plat.

B. The Owners within the Upper Village Community desire to amend and restate the Original Declaration; and

C. Pursuant to the requirements set forth in Section 14.7 of the Original Declaration, Owners of two-thirds of the Sites subject to the Original Declaration desire to amend and restate the Original Declaration, each Site having one vote.

NOW THEREFORE, the Original Declaration is replaced and superceded by the covenants, servitudes, easements and restrictions set forth below:

ARTICLE 1
DEFINED TERMS

Section 1.1 Defined Terms. Each capitalized term in this Declaration shall have the meaning specified or used in the Act, unless otherwise defined in this Declaration or as set forth below:

(a) Act shall mean the Colorado Common Interest Ownership Act, *C.R.S. §38-33.3-101 et. seq.*, as it may be amended.

(b) Architectural Review Committee or Committee means the committee

appointed by the Board of Directors for the purpose of implementing the architectural review provisions of this Declaration and architectural guidelines for the Community to insure proper use, appropriate Improvement, and harmonious additions, alterations and Improvements within the Community.

(c) Assessment shall include all Common Expenses, insurance assessments, utility assessments, and any other expense levied to Sites pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.

(d) Association shall mean Upper Village Homeowners Association, Inc., a Colorado nonprofit corporation, and its successors.

(e) Board or Board of Directors shall mean the body, regardless of name, designated in the Governing Documents to act on behalf of the Association.

(f) Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners and Members.

(g) Common Expenses shall mean and refer to all expenditures made and liabilities incurred by or on behalf of the Association, together with any allocation by the Association to reserves.

(h) Community or Upper Village Community or Planned Community shall mean the planned community known as the "Upper Village", the Upper Village Homeowners Association, Inc., and the real property subject to this Declaration and as further defined by the recorded plats and the legal descriptions contained therein, and the Members of the Association.

(i) Declaration shall mean and refer to this Amended and Restated Declaration of Restrictions, Covenants, Easements, Reservations, and Architectural Control For Upper Village Homeowners Association, Inc., as amended, recorded in the office of the Clerk and Recorder of Summit County, Colorado.

(j) Governing Documents shall mean this Declaration, the Map, the Articles of Incorporation, the Bylaws, and any rules and regulations of the Association, as all of the foregoing may be amended from time to time.

(k) Improvement(s) shall mean structures installed within or upon a Site.

(l) Map or Plat shall mean and refer to the map(s) and/or plat(s) of the Property and Improvements that are subject to this Declaration and which are designated in the maps for Upper Village recorded in the records of the Office of the Clerk and Recorder of Summit County, as amended. More than one Map or supplement thereto may be recorded, and, if so,

then the term "Map" or "Plat" shall collectively mean and refer to all of such maps, plats and supplements thereto.

(m) Member shall mean the owner of record title, whether one or more persons or entities, to any Site or portion of any Site 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.

(n) Owner shall mean the entity legally responsible for the operation, maintenance, repair and control of a Site.

(o) Property shall mean the property described on **Exhibit A** attached hereto and incorporated by reference, together with all easements, rights, and appurtenances thereto and the buildings and Improvements erected or to be erected thereon.

(p) Rules and Regulations shall mean any instruments, however denominated, which are adopted by the Association for the regulation and management of the Community, including any amendment to those instruments.

(q) Site shall mean and refer to each separately numbered and designated parcel of land as shown on the Plat, not including the public road through the Property, subject to any modifications in Site designation made pursuant to the authority and procedures of the Town of Breckenridge and/or Summit County authorities.

ARTICLE 2
NAMES & DESCRIPTION OF REAL ESTATE/EASEMENTS

Section 2.1 Name and Type. The type of Common Interest Community is a Planned Community. The name of the Planned Community is "Upper Village." The name of the Association is the "Upper Village Homeowners Association, Inc."

Section 2.2 Property. The Property is located in Summit County, Colorado. Easements for utilities and other purposes over and across the Sites and any Common Area may be as shown upon a recorded plat and on any recorded map of the Planned Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

Section 2.3 Number of Sites. The number of Sites included in the Upper Village Community is **twenty-eight (28)**.

Section 2.4 Identification of Sites/Site Descriptions. The identification of each Site is shown on the plat. Every contract for sale, deed, lease, Security Interest, will or other legal instrument shall legally describe a Site by its identifying Site number, followed by the name of the

Community, with reference to the plat, any map and the Declaration. Reference to the Declaration, plat and map in any instrument shall be deemed to include any supplement(s) or amendment(s) to the Declaration, plat or map, without specific references thereto.

Section 2.5 Easements. Easements shall be as shown upon the Plat subject to any changes in easement location approved by the Association. Such approved easement changes shall be binding upon all Owners and upon any other users of such easements. No improvement or barricade of any kind whatsoever may be erected or placed upon any platted easement without the prior written approval of the Association. Such easements shall be for the purposes set forth below:

(a) All easements thirty feet in total width as well as the easements along the east line of tract F are for utilities, drainage and access;

(b) All easements fifty feet in total width as well as the easement areas at the northeast corner of lot 17, the southwest corner of lot 18, the east side of lot 24, the south side of lot 30, the north side of lot 31, the northwest corner of lot 33, and the twenty foot easements along the east line of lot 48 are for utilities, drainage, and non-vehicular access;

Section 2.6 Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to any Common Area and such easement shall be appurtenant to and shall pass with the title to every Site or portion of a Site, subject to the following provisions:

(a) the right of the Association to promulgate and publish Rules and Regulations with which each Member and their tenants, invitees, licensees and guests shall strictly comply;

(b) the right of the Association, as provided in the Articles of Incorporation and Bylaws, to suspend the voting rights and right to use of any Common Area and recreational facilities during any period in which Assessments remain unpaid or, after notice and the opportunity for a hearing, for any violation of the Governing Documents;

(c) the right, power and authority of the Association to grant any easement, right-of-way, license, lease, dedication, transfer or conveyance or grant of any similar interest affecting any Common; and

(d) the right of the Association to close or limit the use of any Common Area while maintaining, repairing and making replacements in any Common Area.

Section 2.7 Delegation of Use. Any Member may delegate their right of enjoyment to any Common Area and facilities to the members of their family, their tenants, guests, or contract purchasers who occupy the property owned by the Member.

Section 2.6 Easements for the Board of Directors. Each Site shall be subject to an easement in favor of the Board of Directors (including its agents, employees and contractors) to allow for their performance of obligations in this Declaration, provided that the easement granted and the use thereof shall not unreasonably interfere with or impair the use of any Improvements constructed on a Site and shall be exercised only after reasonable notice to the Owner of the Site.

Section 2.7 Emergency Easements. A nonexclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing the Community, to enter upon any part of the Community in the performance of their duties.

ARTICLE 3
THE ASSOCIATION

Section 3.1 Membership. Every person who is a record owner of a fee interest in any Site which is subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Site. Ownership of such Site or portion of a Site shall be the sole qualification for such membership.

Section 3.2 General Purposes and Powers of the Association. The Association, through its Board of Directors, shall perform functions and manage the Upper Village Community as provided in this Declaration so as to protect the value and desirability of the Upper Village Community and the Common Area. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.3 Authority of the Association. The business affairs of the Upper Village Community shall be managed by the Association. The Association shall be governed by the Act, this Declaration, the Plat, any map, its Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of its final responsibilities.

Section 3.4 Specific Powers. The Association shall have the powers, authority and duties as necessary and proper to manage the business and affairs of the Upper Village Community. The Association shall have all of the powers, authority and duties permitted or set forth in the Act. The Association shall have the power to assign its right to future income, including the right to assign its right to receive assessments for Common Expenses, but only upon the affirmative vote of four-fifths (4/5) of the Owners. The Association shall be responsible for the maintenance, repair, replacement and improvement of any Common Area and all easements.

Section 3.5 Allocated Interests. Common Expense liability and votes in the Association allocated to each Site are set as follows:

(a) Common Expenses of the Association shall be assessed to the Owners under two allocations: one for completed residential units ("Development Share") and one for acreage ("Area Share"). Fifty percent (50%) of the Association's total annual budget shall be allocated as the Development Share and fifty percent (50%) of the budget shall be allocated as the Area Share.

(b) The allocation of assessments for the Development Share to a Site shall be the

proportionate part of the Development Share portion of the budget determined by the number of completed residential units, as evidenced by the issuance of Certificates of Occupancy, as a fraction of the completed residential units on all Sites as indicated on **Exhibit B** attached hereto and incorporated by reference.

(c) The allocation of assessments for the Area Share to a Site shall be the proportionate part of the Area Share portion of the budget determined by the acreage of a Site as a fraction of the total acreage of all Sites as indicated on **Exhibit B**.

(d) Each Site shall be allocated one (1) vote which shall be cast as a single vote and shall not be subject to fractional voting, except in any voting which affects the amount of any assessment to Owners, in which case each respective Site shall be entitled to cast a block of votes as indicated on **Exhibit B**.

(e) In the event that a Site is owned by a plurality of Members, all such Members or the governing body representing such Members, as appropriate shall designate in writing to the Association the person entitled to represent and to cast the vote(s) for such Site.

Section 3.6 Association Management Agreements. Any agreement for professional management of the Upper Village Community may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee or penalty upon thirty (30) days' written notice.

ARTICLE 4
COVENANT FOR ASSESSMENTS FOR COMMON EXPENSES

Section 4.1 Creation of Association Lien and Personal Obligation to Pay Assessments for Common Expenses. Each Site, and each Site Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments for Common Expenses and such other assessments as imposed by the Association. Such assessments, including fees, charges, late charges, attorney fees, fines and interest charged by the Association shall be the personal obligation of the Site Owner of such Site at the time when the assessment or other charges became or fell due. The Association annual assessments for Common Expenses and such other assessments as imposed by the Association, including fees, charges, late charges, attorney fees, fines and interest charged by the Association, shall be a charge on each Site and shall be a continuing lien upon the Site against which each such assessment or charge is made. If any assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due. No Site Owner may become exempt from liability for payment of the assessments for Common Expenses by waiver of the use or enjoyment of the Common Area or by abandonment of the Site against which the assessments for Common Expenses are made. All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly

exercising its duties and powers under this Declaration.

Section 4.2 Apportionment of Common Expenses. Except as provided in this Declaration, all assessments for Common Expenses shall be assessed against all Sites in accordance with formula for liability for the Common Expenses as set forth in this Declaration at Section 3.5 above.

Section 4.3 Annual Assessment/Commencement of Assessments for Common Expenses. The Common Expense Assessment may be made on an annual basis against all Sites and shall be based upon the Association's advance budgets of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year.

(a) The budget shall be presented to the Owners for approval at least thirty (30) days prior to the beginning of each fiscal year. Approval shall be by a majority of the votes allocated to Owners as stated on **Exhibit B**, who are voting in person or by proxy at a properly called meeting or vote by mail. If a budget does not receive approval, the Association shall continue under the previous year's budget until an additional budget can be presented and approved.

(b) Assessments for Common Expenses shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the assessment for any period shall not be deemed a waiver, modification or a release of the Site Owners from their obligation to pay.

Section 4.4 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Elements, including fixtures and personal property related thereto, or for any other purpose deemed necessary and appropriate by the Board of Directors; provided that any such assessment shall have the assent of a majority of the votes allocated to Owners as stated on **Exhibit B**, who are voting in person or by proxy at a properly called meeting or vote by mail.

Section 4.5 Default Assessments. All monetary fines assessed against an Owner pursuant to the Governing Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Governing Documents shall be a Default Assessment and shall become a lien against such Owner's Site which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least thirty (30) days prior to the due date.

Section 4.6 Effect of Non-Payment of Assessments. Any assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within fifteen (15) days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis from the due date, and

the Association may assess a reasonable late charge thereon as determined by the Board of Directors. The Association may bring an action at law or in equity, or both, against any Site Owner obligated to pay such overdue assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Site Owner's Site. An action at law or in equity by the Association against a Site Owner to recover a money judgment for unpaid assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Site at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any assessment lien, and a Site Owner abandons or leaves vacant his or her Site, the Board may take possession and rent said Site or apply for the appointment of a receiver for the Site without prior notice to the Site Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien Security Interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

Section 4.7 Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Site except:

(a) liens and encumbrances recorded before the recordation of the Declaration;
(b) a first lien Security Interest on the Site (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and
(c) liens for real estate taxes and other governmental assessments or charges against the Site.

This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Site shall not affect the lien for said assessments or charges except that sale or transfer of any Site pursuant to foreclosure of any first lien Security Interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Site from continuing liability for any assessment charges thereafter becoming due, nor from the lien thereof.

Section 4.8 Owner's Negligence or Misconduct. In the event that the need for maintenance, repair, or replacement of the Common Area, or any portion thereof, is caused through or by the negligent or willful act or omission or misconduct of an Owner, Member or either's agents, employees, guests, customers, or invitees, then the expenses, costs, and fees incurred by the Association for such maintenance, repair, or replacement shall be an obligation of such Owner. If such expenses costs and fees incurred by the Association are not repaid to the Association within

thirty (30) days after the Association shall have given notice to the Owner of such expenses, costs, and fees, then the failure to so repay shall be a default by the Owner under the provisions of this Declaration. Such expenses, costs, and fees shall automatically become a Default Assessment determined and levied against such Site, and the Association may proceed in accordance with the applicable provisions of this Article.

ARTICLE 5
COVENANTS AND RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 5.1 Flexible Application of the Subsequent Covenants and Restrictions. All Property within the Upper Village Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors or by an appropriate committee (subject to review by the Board of Directors) if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing or must be contained in written guidelines or rules.

Section 5.2 Authority. All provisions of the Governing Documents shall apply to Owners, Members, and their guests, tenants, invitees and licensees. Owners and their successors and assigns, by acceptance of a deed to their Site, acknowledge that they have been given notice, and that:

(a) The ability of Owners to use their Sites may be limited by the provisions in the Governing Documents;

(b) The Board may add, delete, modify, create exceptions to, or amend use guidelines and restrictions, or Rules and Regulations, in accordance with this Declaration and established legal principles.

(c) The Board may, from time to time, adopt and amend definitions of words, phrases and terms used in this Declaration and other Governing Documents.

(d) The Board may establish penalties for the infraction of all regulations and Owners will be responsible for fines assessed against their tenants, guests and invitees for violations of the restrictions.

(e) All penalties imposed are collectible as Assessments.

Section 5.3 Use/Occupancy. The Property shall be restricted to residential and recreational use and no commercial enterprise or use shall be permitted. Construction, maintenance, and operation of lodges and rental condominiums and the maintenance of eating or drinking facilities in a lodge, or similar living accommodation on a Site for the sole use of the guests of such lodge and their invitees, and not for use by the general public, is specifically permitted. With respect to Lots

17, 18, 19, 34 and 35, the maintenance of eating or drinking facilities in a lodge for use by the general public, or other commercial use of any commercial space on each Lot is specifically permitted.

Section 5.4 Sites to be Maintained. Owners are responsible for the maintenance, repair and replacement of the property and Improvements located within their Site boundaries.

Section 5.5 Landscaping Requirements and Restrictions. The landscaping of each Site shall be maintained by the Owner in a neat, attractive and well-kept condition.

Section 5.6 Nuisances. No nuisance shall be permitted within the Upper Village Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Site or any Common Area, or any portion of the Upper Village Community by Owners. Further, no improper, offensive or unlawful use shall be permitted within the Upper Village Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Upper Village Community or a portion thereof shall be observed.

Section 5.7 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of the Upper Village Community which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Upper Village Community which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Upper Village Community except with the prior written approval of the Board of Directors.

Section 5.8 Refuse. No refuse, including without limitation, trash, garbage, ashes, metals, bulk materials, and scrap materials shall be allowed to accumulate on any Site. Each Owner shall provide suitable covered noiseless receptacles for the collection of such refuse in preparation for regularly scheduled periodic pickup. Refuse shall be stored for such pickup in such containers which shall in turn be enclosed in an approved structure so as to be screened from public view and protected from disturbance. No refuse may be thrown or dumped on any of the Property. The burning of refuse out of doors shall not be permitted. No incinerators or other devices for the burning of refuse indoors shall be constructed, installed, or used by any person except as approved by the Association.

Section 5.9 Parking and Storage. Parking of vehicles on any Site is permitted only within designated parking spaces, except that vehicles may be parked in other areas while loading and unloading. Except for automobiles, trucks of under one ton gross weight and bicycles, other vehicles and all articles and implements, including without limitation trailers of all types, trucks of over one ton gross weight, self-powered or other mobile homes, boats, tractors, campers, snow removal equipment, and garden maintenance equipment, shall be parked or stored on the Property only in an

approved enclosed structure.

Section 5.10 Occupancy. No portion of any Site shall be used for residence, living or sleeping purposes other than rooms designed for such purposes in a completed structure. No living or sleeping room in any structure shall be used for living or sleeping purposes by more persons than it was designed to accommodate.

Section 5.11 Use of Common Area. There shall be no obstruction of any Common Area, nor shall anything be kept or stored on any part of any Common Area without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from any Common Area without the prior written approval of the Association. The Association shall be responsible to maintain, repair, replace and improve any Common Area and any Improvements located thereon.

Section 5.12 Fences. No fences, walls or other barriers shall be permitted for the purpose of enclosing or demarcating Site boundaries. Other fences and the like shall be subject to architectural control under Article 6.

Section 5.13 Drainage. Since the Property is situated on the side of a mountain, there will be a substantial amount of natural surface water drainage and runoff flowing over the area. No Owner or other persons shall interfere with or redirect the natural course of any such drainage and runoff so as to cause it to flow onto or across the land of another.

Section 5.14 Temporary Structures. No temporary structure, excavation, basement, trailer, or tent shall be permitted on the Property, except as may be necessary during construction or as authorized by the Board of Directors.

Section 5.15 Water and Sewage. Each structure designed for occupancy or use by humans shall connect with the water and sewage facilities of the Town of Breckenridge. No private well shall be permitted on the Property, nor shall any facility other than those provided by the Town of Breckenridge be used for disposal of sewage. Mechanical garbage disposal facilities shall be provided and maintained in each kitchen or food preparing area.

Section 5.16 Unsightliness. No unsightliness shall be permitted on any Site. Without limiting the generality of the foregoing:

(a) All unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure;

(b) Service areas and facilities for hanging, drying, or airing clothing or fabrics shall be enclosed by an approved structure;

(c) Pipes and/or tanks for water, gas, oil, sewer, drainage, or other purposes; wires, poles, utility meters, and other utility facilities; and sewage disposal systems or devices shall be enclosed by an approved structure or shall be below the surface of the ground.

Section 5.17 Signs. No signs or advertising devices of any nature shall be erected or maintained on any of the Property except as necessary to identify the name or ownership of a particular Site and its address; except as necessary or desirable to give directions, advise of rules and regulations, or caution or warn of danger; and except as may otherwise be necessitated by law. Any signs which are permitted under the foregoing restrictions shall be erected and maintained on the Property only with the prior written approval of the Board of Directors regarding size, design, style, location, and aesthetics.

ARTICLE 6
ARCHITECTURAL REVIEW

Section 6.1 Required Approval. No structures, including residences, accessory buildings, tennis courts, swimming pools, fences, walls, exterior lighting, landscaping, or any other Improvement shall be constructed erected or installed on a Site, nor shall any alteration or change to the exterior of the Improvements to a Site or to any structure or any attachment to the exterior of a residence (but not including paint, awnings, patios, decks, or shutters) be commenced within the Upper Village Community unless complete plans and specifications shall have been first submitted to and approved in writing by the Architectural Review Committee ("Committee"). The Committee may require that applications of Owners and their plans and specifications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed Improvement, location and size of driveways, as well as such other materials and information as may be required by the Committee.

Section 6.2 Architectural Criteria. The Committee shall exercise its reasonable judgment to the end that all attachments, Improvements, construction, landscaping and alterations to Improvements on a Site or landscaping of a Site shall comply with the requirements set forth herein. The approval or consent of the Architectural Review Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, conformity and harmony of exterior appearance of structures with neighboring structures, effective location and use of Improvements on nearby Sites, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set out in this Declaration. Upon its review of such plans, specifications and submittals, the Architectural Review Committee may require that the applicant(s) reimburse the Board for actual expenses incurred by it in its review and approval process.

Section 6.3 Establishment of the Architectural Review Committee. The Architectural Review Committee shall consist of a minimum of three (3) members appointed by the Board of Directors.

Section 6.4 Architectural Guidelines. The Committee may propose architectural guidelines from time to time, which guidelines may be approved by the Board of Directors and included in or with any Rules and Regulations of the Association.

Section 6.5 View Corridors. Sites shall have protected view rights. No object, thing, planting, vegetation or other Improvements shall be erected, placed, constructed, planted or maintained in such location or of such height as to unreasonably obstruct the view from another Site in the vicinity. A view cannot be established by Improvements added to a Site after the time of initial construction of the Site (i.e. second story deck addition). All vegetation and Improvements are subject to approval of the Committee.

Section 6.6 Reply and Communication. The Committee shall reply to all submittal of plans made in accordance herewith in writing within thirty (30) days after receipt. In the event the Architectural Review Committee fails to take any action on submitted plans and specifications within thirty (30) days after the Committee has received the plans and specifications, approval shall be deemed to be granted. All communications and submittals shall be addressed to the Committee at such address as the chairman of the Committee shall hereafter designate in writing addressed and mailed to the Owners.

Section 6.7 Variances. The Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in these covenants or in architectural guidelines. Such variances or adjustments shall be granted only when the granting thereof shall not be materially detrimental or injurious to the other Sites or Common Area nor deviate substantially from the general intent and purpose of this Declaration.

Section 6.8 Right to Appeal. An Owner may appeal any decision of the Architectural Review Committee to the Board of Directors. The Board of Directors shall review the decision of the Architectural Review Committee pursuant to the criteria set forth in Section 6.1 above and the architectural guidelines. Any decision of the Architectural Review Committee may be overruled and reversed by a majority of the Directors by a written decision setting forth the reasons for the reversal when the Directors conclude that the Architectural Review Committee's decision was inconsistent with the criteria set forth in this Article and the guidelines.

Section 6.9 Waivers. The approval or consent of the Committee, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 6.10 Liability. The Committee and the members thereof, as well as any representative of the Board designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants.

Section 6.11 Records. The Architectural Review Committee shall maintain written records of all applications submitted to it and of all actions taken by it with respect thereto. Such records shall be open and available for inspection by any interested party during reasonable hours of the business day.

Section 6.12 Enforcement. Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association shall have the right but not the obligation to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Section, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 7
INSURANCE/CONDEMNATION

Section 7.1 Insurance on the Sites. Each Owner shall obtain adequate hazard and liability insurance covering loss, damage or destruction by fire or other casualty to the Improvements, installed or made to their Site, the other property of that Owner, and any injuries occurring to the persons while on a Site.

Section 7.2 Insurance Carried by the Association. The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth herein and as set forth in the Act, which insurance coverage shall include the following terms and shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado:

(a) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a Owner and shall provide that such policies may not be canceled or modified without at least thirty (30) days' prior written notice to all of the Owners and the Association.

(b) All liability insurance shall name the Association, the Board, the manager or managing agent, if any, the officers of the Association, their successors and assigns and Owners as insureds.

(c) Prior to the Association obtaining any blanket policy of casualty insurance on any Common Area, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of any Common Area and any Improvements thereon, without deduction for depreciation, and/or consider other factors, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions hereof.

(d) All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Section 7.3 Hazard Insurance on Common Area. The Association shall obtain adequate hazard insurance covering loss, damage or destruction by fire or other casualty to any Improvements, installed or made to any Common Area and the other property of the Association.

Section 7.4 Association Liability Insurance. The Association shall obtain adequate public liability and property damage liability insurance covering any Common Area, in such limits as the Board may determine from time to time, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries and operation of automobiles on behalf of the Association.

Section 7.5 Association Fidelity Insurance. The Association shall obtain adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees.

Section 7.6 Association Worker's Compensation and Employer's Liability Insurance. The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to employees, if any, in the amounts and forms as may now or hereafter be required by law.

Section 7.7 Officers' and Directors' Personal Liability Insurance. The Association shall obtain officers' and directors' personal liability insurance to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association.

Section 7.8 Other Association Insurance. The Association may obtain insurance against such other risks, of similar or dissimilar nature, including flood insurance, as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 7.9 Insurance Premium. Insurance premiums for insurance provided by the Association shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 7.10 Managing Agent Insurance. The manager or managing agent, if any, shall be adequately insured for the benefit of the Association and shall maintain and submit evidence of such coverage to the Association.

Section 7.11 Annual Insurance Review. The Board shall review the insurance carried by and on behalf of the Association at least annually, for the purpose of determining the amount of insurance required.

Section 7.12 Adjustments by the Association. Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association. The Association shall hold any insurance proceeds in trust for the Association and Owners as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association is not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored.

Section 7.13 Duty to Repair. Any portion of the Upper Village Community for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association, except as provided in the Act.

Section 7.14 Condemnation and Hazard Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

ARTICLE 8
GENERAL PROVISIONS

Section 8.1 Enforcement. Except with regard to architectural approvals and architectural review, the Association or an Owner may enforce the restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration by proceedings at law or in equity against any person or persons, either to recover damages for such violation, including reasonable attorneys' fees incurred in enforcing these covenants, or to restrain such violation or attempted violation. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2 Severability. Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 8.3 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 8.4 Amendment of Declaration by Owners. Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of at least two thirds (2/3) of the Sites in the Association and with the written consent of the Association. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Summit County of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 8.5 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 8.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of maintaining a uniform plan for the development of the Sites and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 8.7 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 8.8 Challenge to this Amendment. All challenges to the validity of the amendments must be made within one (1) year after the date or recording of this document. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 8.9 Non-Waiver. Any forbearance or failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration or of any subsequent enforcement of such provision.

Section 8.10 Conflict of Provisions. In case of conflict between this Declaration and the Articles or Bylaws, this Declaration shall control. In the case of conflict between the Articles and Bylaws, the Articles shall control.

IN WITNESS WHEREOF, the undersigned, being the President and the Secretary of Upper Village Homeowners Association, Inc., hereby certify that the Association has obtained approval of this Amended and Restated Declaration from the Owners of at least sixty-seven percent (67%) of the Sites within the Upper Village Community, as evidenced by written instruments filed with the records of the Association.

UPPER VILLAGE
HOMEOWNERS ASSOCIATION, INC.

By: _____
President

By: _____
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing Declaration was acknowledged before me by John Griffith as President of Upper Village Homeowners Association, Inc., a Colorado nonprofit corporation, on this 1st day of ~~February~~ March, 2022.

SHUNILA R. RAE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184031771
MY COMMISSION EXPIRES AUGUST 8, 2022

Shunila Rae
Notary Public

My Commission Expires: August 8, 2022.

STATE OF COLORADO)
) ss.
COUNTY OF Summit)

The foregoing Declaration was acknowledged before me by Missy Burmeister as Secretary of Upper Village Homeowners Association, Inc., a Colorado nonprofit corporation, on this 10th day of ~~February,~~ March 2022.

_____
Notary Public

JESSICA SNIDER
Notary Public
State of Colorado
Notary ID # 20074010604
My Commission Expires 03-13-2023

My Commission Expires: 3/13/23

EXHIBIT A

Four Seasons of Breckenridge Village Filing No. 2, according to the plat thereof recorded with the Clerk and Recorder of Summit County on October 27, 1971, at Reception No. 122973, except lots 13, 16 and 39 through 43 inclusive and except tracts C, F, G, I, N and O as shown on said plat.

EXHIBIT B

LOT	VOTES FOR ASSESSMENT APPROVAL	VOTES FOR MATTERS OTHER THAN ASSESSMENTS	# OF UNITS	% OF TOTAL UNITS	% OF LAND
17	26	1	91	8.98	6.6
18	28	1	48	4.74	7.14
19	31	1	208	20.53	7.77
20/21	20	2	43	4.24	4.91
22	15	1	18	1.78	3.69
23	19	1	19	1.88	4.68
24	18	1	19	1.88	4.55
25/27	14	2	53	5.23	4.15
26	6	1	18	1.78	1.54
28	9	1	17	1.68	2.15
29/30	14	2	30	2.96	3.6
31/32	33	2	70	6.91	8.17
33	35	1	39	3.85	9.03
34	7	1	32	3.16	1.73
35	25	1	75	7.40	6.38
36/44/45	37	3	93	9.18	9.44
37-I	12	1	31	3.06	2.92
37-II	14	1	35	3.46	3.58
46	6	1	13	1.28	1.54
47	8	1	19	1.88	1.9
48	10	1	28	2.76	2.56
49	8	1	14	1.38	1.98
TOTALS	395	28	1013	100	100