

This document, in it's entirety, has been retyped from original County records. Inaccuracies may have occurred during this process. For real estate, business or legal purposes, please refer to the original document, filed at Jefferson County, Clerk and Recorders office.

Book/page number or reception number: F0122330

Date: 9/28/1995

**SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BEAR CREEK HIGHLANDS AT GENESEE**

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Supplementary Declaration") is made as of this 12st day of June, 1995, by LOU STURM, TOM J. HODGES, JAMES G. SMITH, INA MAE SMITH, MARTIN HART, DORRIL KING, and LAND SECURITIES INVESTORS, LTD. (collectively referred to herein as Owner or Declarant) and GENESEE FOUNDATION, a Colorado non-profit corporation.

RECITALS

- A. There has heretofore been recorded a Declaration of Covenants, Conditions and Restrictions for certain real property located in Jefferson County, Colorado, (the "Declaration,") which Declaration was recorded in Book 2714 at Page 901 of the records of the Clerk and Recorder of Jefferson County, Colorado.
- B. Pursuant to Article II, Section 1 (e) of the Declaration an owner of property who desires to add its property to the scheme of the Declaration may make subject to the Declaration additional properties by filing of record supplementary declarations with respect to such additional properties, with the approval of Genesee Foundation, the effect of which shall be to extend the coverage of the Declaration to such additional properties and make such

additional properties subject to assessments for their just share of the expenses of the Genesee Foundation (the "Foundation").

- C. Declarant desires to make the Declaration applicable to certain additional real property located in Jefferson County, Colorado (the "Additional Property"), which Additional Property is described on Exhibit A attached hereto and incorporated by reference herein, by the recording of this Supplementary Declaration.
- D. By execution hereof, the Foundation evidences its approval of the inclusion of the Additional Property and further evidences that inclusion of the Additional Property has been approved by a vote of Foundation members.

NOW, THEREFORE, the Declarant and the Foundation declare that the Additional Property is and shall be held, transferred, sold, conveyed, leased and occupied subject to the protective covenants, conditions and restrictions set forth in the Declaration and in this Supplementary Declaration, all of which shall run with the land.

Section 1. Applicability of the Declaration.

Pursuant to Article II of the Declaration, the coverage of the Declaration shall be and is hereby extended to the Additional Property described on Exhibit A (which Additional Property is sometimes specifically referred to herein as "Bear Creek Highlands at Genesee"), which Exhibit is attached hereto and incorporated by reference herein, and such Additional Property is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements, charges, liens and rights set forth in the Declaration and hereinafter set forth, all of which shall run with the land.

Section 2. Single Family Lots.

The Additional Property has been divided by the Owner into six (6) individual lots each of which is 35 acres or more in size (the Lots) as more particularly depicted on the Genesee at Bear Creek Highlands Site and Development Plan, attached hereto and incorporated herein as Exhibit B (the Development Plan). The legal descriptions of each of the six (6) Lots are attached hereto and incorporated herein as Exhibits C-1 to C-6. A maximum of six single family residences may be constructed on the Additional Property, one residence per Lot. The Lots shall be conveyed as depicted on the Development Plan and described on Exhibits C-1 to C-6, the boundaries of the Lots shall not be altered or adjusted in any fashion, and the Lots shall not be divided or subdivided in any fashion.

(a) Permitted Uses.

- (1) No noxious or offensive activity shall be carried on any Lot, nor shall anything be done or placed therein which may be or become a nuisance or

cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots.

(2) Home occupations shall be limited by right to persons engaged in the professions of medicine, dentistry, law, design and fine arts, and other self-employed types of occupations, including but not limited to accounting, realty, needlecrafts and collecting and marketing of objets d'art. All such occupations shall be subject to the approval of the Architectural Review Committee and the following provisions:

- (i) Any occupational use must be located within the dwelling used by such person for his or her home and no external evidence thereof shall be permitted.
- (ii) The total area devoted to occupational use shall not exceed ten percent (10%) of the gross floor area of the dwelling, and in no event shall the same exceed 400 square feet. Garages or porches, attached or otherwise, shall not be included in the floor area.
- (iii) Only one assistant not a resident of the premises may be employed at any one time.
- (iv) Such home occupations may be engaged in by the occupant only, and may not be transferred between ownerships or from Lot to Lot.
- (v) Other similar home occupations may be engaged in if not detrimental to other Owners, if permitted by the Jefferson County Zoning Resolution, and only if such activity is approved by the Architectural Review Committee.

(3) No oil or gas drilling or the extraction thereof or mining operations shall be permitted on any Lot. No Lot Owner shall be permitted to drill a well intended for the extraction of water from the ground, nor construct a septic or sewage disposal system on any Lot without prior approval of the location thereof of the Architectural Review Committee. Maintenance of wells and septic systems shall be the responsibility of each Lot Owner.

(4) No Lot shall be used other than for residential purposes, except as provided in Subsection 2(a)(2) of this Supplementary Declaration. Each dwelling constructed on a Lot shall contain a minimum of 2,500 square feet of fully enclosed floor area devoted to primary living space (exclusive of roofed or unroofed porches, terraces, garages, unfinished basements or other structures). A maximum of two (2) buildings shall be permitted on each Lot, one of which shall be utilized as a residence, with the other

building serving as a garage, studio, green house, guest or servant quarter, or combination thereof. The restrictions set forth in this subsection 4 may be varied or waived by the Architectural Review Committee in its discretion upon good cause shown.

(5) In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Property, all property lines shall be kept free and open one to another and no fences or plantings simulating fencing shall be permitted on any Lot or Lot lines, except where, in the opinion of the Architectural Review Committee, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area.

(6) No clothes line or equipment intended for children's recreational use, such as swing sets and slides, shall be placed within the Lot in such a way as to be exposed to view from roads, General or Special Common Properties or other Lots unless said clothes line or equipment is surrounded by fencing or other screening approved by the Architectural Review Committee. This restriction is intended to shield from view, in a practical and attractive way, such installations and shall not be so construed as to exclude installations tastefully hidden among trees or rock formations.

(7) No exterior antennas shall be permitted except as approved by the Architectural Review Committee, and in any event such antennas shall be placed at such a manner and location as to be least visible from neighboring Lots, General or Special Common Properties or roads.

(8) No elevated tanks or appurtenances of any kind shall be erected, placed or permitted upon any part of a Lot. Any tank used in connection with any dwelling (e.g., for storage of gas, oil or water), any water storage tanks necessary for fire protection in Bear Creek Highlands at Genesee and any type of refrigeration or heating apparatus must be located underground or concealed by appropriate fencing or screening. The restrictions contained in this subsection (8) may be varied or waived only with the prior approval of the Architectural Review Committee.

(9) All electric, telephone, television, radio, and other utility lines shall be placed underground when extended from the Lot line to any dwelling or other improvement on the Lot.

(10) No exterior horns, whistles, bells or other devices except security devices used exclusively to protect the security of dwellings and other improvements located thereon or essential to the function of community

services shall be placed or used on any Lot or on the General or Special Common Properties.

(11) No permanent exterior lighting of any sort shall be installed or maintained on any dwelling or other improvement on a Lot, the light source of which is visible from a neighboring Lot or Lots, the General or Special Common Properties, or roads. All lighting must also be in conformity with lighting standards promulgated by the Architectural Review Committee from time to time.

(12) Trees shall not be cut or tree roots disturbed by trenching on the Lot without prior approval of the Architectural Review Committee.

(13) All improvements proposed for construction on any Lot shall be subject to the prior review and approval of the Architectural Review Committee as set forth in the Declaration and pursuant to Architectural Standards promulgated by said Committee.

(b) Height. In no event shall any detached single family dwelling unit or structure on any Lot exceed a height of 35 feet. Measurements shall be taken from the highest point of natural grade adjacent to the foundation of such dwelling or other improvement.

(c) Livestock and Pets. No domestic animals totaling more than three (3) generally recognized house pets shall be maintained within any Lot. If an Owner chooses to keep house pets, said Owner shall at all times have them under his or her control, whether within the Owner's lot or in any other location within the Property. Animals shall not be permitted to roam at will, and at the option of the Declarant or the Foundation, steps may be taken to control any animals not under the immediate control of their Owners, including the right to impound animals not under such control and charge substantial fees to their Owner for their return. The Foundation has adopted and shall have the right to adopt further rules and regulations to enforce this provision.

No horses shall be kept or otherwise maintained within Lots. Further, no horses shall be ridden or otherwise permitted on any of the General or Special Common Properties, except in those areas specifically designated by the Foundation for such purposes.

(d) Landscaping and Maintenance.

(1) Lot Owners are encouraged to landscape the Building Envelopes on their Lots, using indigenous species. The Architectural Review Committee shall retain the right to require that trees or shrubs on a Lot be located or trimmed so as to preserve or enhance the view from other Lots within the immediate vicinity.

(2) No Lot shall be used or maintained as a dumping ground for rubbish. No garbage or trash or other waste shall be placed anywhere other than in covered sanitary containers which shall be maintained in good and clean condition. Containers shall be made of a material which will minimize noise during handling. No waste shall be burned upon any Lot. All garbage and trash collection and disposal shall be in strict compliance with the rules of the Foundation.

(3) No exterior fires shall be permitted except for barbeque fires contained within receptacles designated for that use. No coal or other type of fuel which gives off smoke, excepting wood and charcoal, shall be used for heating, cooking or any other purpose within a Lot unless approved by the Architectural Review Committee.

(4) A Lot and all improvements thereon shall be maintained at all times by the Owner in good condition and repair. The Owner shall cause all dwellings and other improvements to be refinished, resurfaced or repaired periodically as effects of damage, deterioration or weather become apparent. Appearance, color, type of painting or stain or other exterior condition shall not be changed without prior approval of the Architectural Review Committee. All appropriate repairs and replacements shall be made as often as necessary. Unsightly conditions shall constitute a nuisance as defined in Section 2(a) (1) hereof.

(5) Each Lot Owner shall maintain the landscaping as approved by the Architectural Review Committee upon his Lot in good condition. An Owner shall remove noxious weeds as often as the same shall become necessary and shall otherwise remove waste materials from his Lot.

(e) Automobile, Boat and Camper Parking

(1) Trucks, trailers, mobile homes, truck campers, boats and commercial vehicles shall not be kept, placed or maintained upon any Lot, road, private drive in such a manner that such vehicle or boat is visible from neighboring Lots, General and Special Common Properties or roads. The provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any dwelling or other improvement permitted by this Supplementary Declaration. Commercial vehicles engaged in the delivery or pick - up of goods or services shall be exempted from the provisions of this paragraph providing that they do not remain within a Lot in excess of the reasonable period of time required to perform such commercial function.

(2) Each dwelling shall include at least two completely enclosed and two outside parking places within the Lot. If approved by the Architectural

Review Committee, garages may be totally detached from the dwelling and need not be joined by any architectural features. Temporary parking shall be permitted on roads and streets only in areas designated by the Architectural Review Committee and may be prohibited by the Foundation from time to time in order to permit the clearance of snow accumulation on and maintenance of the roads and streets.

- (3) No trailer, vehicle or boat shall be constructed, reconstructed or repaired upon any Lot in such a manner that such activity is visible from neighboring Lots, General or Special Common Properties or roads.
- (4) All garage doors shall be kept closed at all times, with the exception of those times a vehicle is actually entering or exiting the garage. The door may remain open for periodic maintenance of the door or garage area.

(f) Signs. No signs whatsoever shall be permitted within any Lot, with the exception of those listed below:

- (1) Signs required by legal proceedings.
- (2) Residential identification signs constructed of materials which are compatible with the architecture of the area, and these shall be subject to the approval of the Architectural Review Committee prior to erection thereof. Such signs shall not exceed a total face area of two square feet.
- (3) For Sale and For Rent signs may be erected upon a Lot, provided that no more than one sign is erected and that such sign does not exceed a total face area of six square feet unless otherwise approved in advance in writing by the Architectural Review Committee.
- (4) No sign shall exceed a height of four feet from grade.
- (5) The Above restrictions shall apply to the Declarant and any signs erected by Declarant during the marketing of the Lots.

(g) Butane, Propane, Fuel Oil and Natural Gas. Unless otherwise permitted by the Architectural Review Committee, if, at any time natural gas lines are extended to a point proximate to a Lot and natural gas service thereafter is provided to a dwelling on a Lot, the Owner of such dwelling shall discontinue use of liquefied propane, butane gas or fuel oil and shall connect to and utilize the aforesaid natural gas distribution services.

Section 3. Building Envelopes. Each Lot has a Building Envelope, as depicted on the Development Plan. The Building Envelopes on Lots 1 and 6 consist of approximately two acres each, and the Building Envelopes on Lots 2 through 5 consist of approximately 3.5 acres each. All improvements permitted or to be constructed on a Lot shall be located within the Building Envelope with the exception of the driveway providing access from the Building Envelope to Bear Creek Highlands Loop Road as depicted on the Development Plan and water storage tanks which might be required by the Genesee Fire Protection District for fire protection purposes. By way of example, and not limitation, any residence, or other structure, fencing, dog run, recreational equipment, exterior tanks, exterior lighting, parking, signs, and owner-installed landscaping shall be constructed, installed and /or maintained only within the Building Envelope on each Lot and shall not be permitted outside the Building Envelope. The specific location of permitted improvements and uses within the Building Envelope shall be subject to the review and approval of the Architectural Review Committee. Individual wells and septic systems may be located outside the building envelope, subject to the review and approval of the Architectural Review Committee. The Development Plan represents the major conceptual components for the development of the Additional Property and the Development Plan depicts the overall development goals for the Additional Property . Some minor variations may occur in the Development Plan at the time of final surveying and engineering for the Bear Creek Highlands Loop Road, water and sewer systems for the Additional Property (whether public water and sewer is provided or whether water and sewer are provided by well and septic), as well as preparing the final surveyed legal descriptions for the lots. Any such variation shall be subject to the following:

(a) The Development Plan indicates and establishes the final roadway alignments for the Bear Creek Highlands Loop Road for the first 400 feet of the road.

(b) The Development Plan indicates and establishes with specificity the location of the two acre building envelopes for Lots 1 and 6.

(c) The Building Envelopes on Lots 2, 3, 4, and 5 may be modified slightly to comply and conform with the final legal descriptions for each such lot.

(d) Any such minor variations or modifications as described above in the Development Plan must be submitted to and approved by the Board of Directors of the Foundation and the Architectural Review Committee for the Foundation.

Section 4. Preservation Easement and Non-Build Areas. All areas within the Additional Property and the Lots not included within the Building Envelopes, with the exception of access driveways from the Bear Creek Highlands Loop Road to the Building Envelope as approved by the Architectural Review Committee, shall be and are designated as Non-Build Areas and shall be subject to a Preservation Easement conveyed and dedicated to the Foundation, its successors and assigns. By execution of this Supplementary Declaration, Declarant for itself, its successors and assigns, and the future owners of the Lots, hereby irrevocably and unconditionally, grants, conveys, transfers

and dedicates for the benefit of the Foundation a perpetual easement for conservation and preservation purposes on and over the Non-Build Areas as depicted on the Development Plan (the Preservation Easement).

- (a) No noxious or offensive activity shall be carried on at any of the Non-Build Areas, nor shall anything be done or placed therein which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to Owners in the enjoyment of their Lots or the Non-Build Areas.
- (b) No improvement, excavation or other alteration shall be made so as to alter the Non-Build Areas from their natural or existing state at the time of recordation of this Supplementary Declaration unless approved in advance by the Architectural Review Committee.
- (c) Areas within the Non-Build Areas to be utilized for trail facilities, as depicted on the Development Plan, may be so developed by the Foundation, subject to approval of the Board of directors of the Foundation.
- (d) Uses of Non-Build Areas shall be limited to those activities which do not materially injure or scar the Non-Build Areas or the vegetation thereon, substantially increase the cost of maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners.
- (e) There shall be no camping in the Non-Build Areas.
- (f) There shall be no fires started or maintained in the Non-Build Areas, except fires incidental to governmentally approved tree-thinning and forest management of the Non-Build Areas.
- (g) No domestic animals shall be permitted on the Non-Build Areas except those generally recognized house pets accompanied by and under the control of their Owners.
- (h) The use of snowmobiles, motorcycles or other motorized vehicles off the roadways is expressly prohibited within the Non-Build Areas except as required for emergency and maintenance purposes.
- (i) The Preservation Easement is specifically dedicated, conveyed, and transferred to the Foundation for the following purposes and subject to the following restrictions:

(1) The purpose of the Preservation Easement is to assure that the Non-Build areas depicted on the Development Plan will be retained forever in their natural, scenic, forested, and open space condition and to prevent any use of the No-Build Areas that will impair or interfere with the natural, open space values of

said areas. Declarant intends that this Preservation Easement will confine the use of the Non-Build Areas to open space, forest management, and limited recreational purposes by each individual Lot Owner as are consistent with the purposes of this Preservation Easement.

(2) The Declarant and their respective successors and assigns, shall preserve the open space values of the Non-Build Areas.

(3) Any activity on or use of the Non-Build Areas that is inconsistent with or contrary to the purposes of the Preservation Easement is prohibited. The Foundation shall have the right to require the restoration of such portions of the Non-Build Areas or features of the Non-Build Areas that may be damaged by any inconsistent activity, all at the cost and expense of the persons causing such damage.

(4) No residential structures or building improvements of any kind shall be permitted or erected in the Preservation Easement.

(5) No grading, earth moving, or earth scarring activities (except trail construction and maintenance by the Foundation within trail corridor identified on the Development Plan) shall be permitted in the Preservation Easement and the natural topography of the Non-Build Areas shall be maintained.

(6) No utility lines shall be installed or constructed within the Preservation Easement.

(7) No roads, streets, access ways, trail, paths, walkways, or other vehicular or pedestrian ways shall be installed, constructed, or maintained within the Non-Build Areas, except trails limited to pedestrian use which may be installed and maintained by the Foundation within the trail corridor identified on the Development Plan. In conjunction with the installation and maintenance of pedestrian trails within the trail corridor, the Foundation shall install and maintain at 300 to 400 yard intervals signage on both sides of the trail indicating that the trail crossed private property and that hikers should stay on the trail.

(8) No hunting or discharge of firearms shall be permitted on the Preservation Easement.

(9) No timber shall be cut or removed from the Preservation Easement, except reasonable thinning necessary to fire protection.

(10) Subject to the conditions and limitations set forth in this Section 4, each owner of Lots 1 through 6, respectively, shall the exclusive right to ownership and possession of the Non-Build Area on their Lot and the obligation to maintain the Non-Build Area on their Lot. Except for the use of the trail within

the trail corridor, members of the Foundation shall not have any rights to actual use or possession of the Non-Build Area.

(11) The grant of the Preservation Easement to the Foundation is a perpetual easement for the benefit of the Foundation and its members. It is binding upon the Declarant and the successors, heirs and assigns of Declarant. The Preservation Easement constitutes a servitude upon the land described herein.

Section 5. Bear Creek Highlands Loop Road. Bear Creek Highlands Loop Road, as depicted on the Development Plan (the Loop Road) is and shall be, in perpetuity, the sole and only means of vehicular access to and from the Additional Property. There shall not be any other roadways permitted or constructed on or in the Additional Property. Other than the Loop Road, as depicted on the Development Plan, there shall be no roads, streets, or other means of vehicular access connecting the Additional Property to or from any adjacent properties or parcels. The Architectural Review Committee shall not approve the construction of any improvements on the Lots until such time as construction of the Loop Road has been completed by the Declarant in accordance with plans and specifications submitted to the Foundation. An easement for the Loop Road over the Lots is hereby conveyed to the Foundation. After completion of the Loop Road, the Foundation shall maintain the Loop Road, as a General Common Property of the Foundation; provided, however, Declarant, or its successors, shall deposit sufficient funds with the Foundation to overlay the Loop Road and that portion of Juniper Court private drive utilized as the accessway to the Additional Properties as a condition of Architectural Review Committee approval of the final home to be constructed on the Additional Properties. No streets, roads, driveways, or other improvements providing for vehicular access, except the Loop Road and the individual driveways from the Loop Road to each Building Envelope, shall be constructed or permitted on the Additional Properties.

Section 6. Development Plan. The Additional Property shall be conveyed, developed, and improved in strict conformity with the Development Plan and this Supplementary Declaration. The Lots shall be sold and conveyed only as depicted on the Development Plan and described in Exhibits C-1 through C-6, and shall not be further subdivided.

Section 7. Forest Management. Declarant shall secure an inspection of Additional Property by the Colorado State Forest Service (the Forest Service) and shall request that the Forest Service prepare a forest management plan for Additional Property on or before September 1, 1995. Declarant shall immediately apply for and pay the application fee necessary for the forest management plan. The Declarant shall be responsible for implementing the recommendations set forth in the forest management plan, at Declarant's sole cost and expense, as a condition of and prior to approval of the Architectural Review Committee of any plans for construction of improvements on the final Lot to be built on Additional Property. In the alternative, upon the mutual agreement of Declarant and the Foundation,

Declarant may pay the Foundation a sum equivalent to the cost of implementation of the Forest Management Plan on Additional Property and the Foundation shall assume responsibility for implementation of said plan. In addition, in conjunction with the construction of the Loop Road, Declarant shall secure an inspection of construction by the Colorado State Forest Service and shall complete fuel break thinning along the Loop Road; and, prior to the approval of final plans for construction of residential improvements on each Lot, Declarant (or the then Lot Owner) shall secure an inspection of the construction site by the Colorado State Forest Service, complete the defensible space thinning recommended by the Forest Service, and provide evidence of such inspection and completion to the Architectural Review Committee as part of the final submittal for the proposed residence.

Section 8. Inclusion in Genesee Fire Protection District. Declarant shall file the necessary petitions with the Evergreen Fire Protection District for the exclusion of Additional Property from the Evergreen Fire Protection District and shall file the necessary petitions with the Genesee Fire Protection District for the inclusion of the Additional Property in the Genesee Fire Protection District. The Declarant shall proceed with due diligence and utilize its best efforts to exclude Additional Property from the Evergreen Fire Protection District and include Additional Property in Genesee Fire Protection District, at the sole cost and expense of Declarant. Inclusion of Additional Property within the boundaries of the Genesee Fire Protection District shall occur prior to and as a condition of recordation of this Supplementary Declaration.

Section 9. Fire Protection. The Declarant shall secure an inspection of Additional Property by the Genesee Fire Protection District and, if required by Genesee Fire Protection District and approved by the Genesee Water & Sanitation District shall install such water lines, fire hydrants, and water tanks deemed necessary by Genesee Fire Protection District in order to provide reasonable fire protection services to Additional Property and the improvements to be constructed thereon. Completion of installation of these improvements shall occur prior to and as a condition of the approval of any plans for the construction of residential improvements on Additional Property by the Architectural Review Committee.

Section 10. Water and Sewer Services. It is understood and acknowledged that the six lots within Additional Property may be provided water from domestic wells and may be provided sewage treatment service through individually engineered septic systems on each lot. The location of the well and septic systems, evidence of well permits, evidence of septic system permits, and evidence of individually engineered septic systems on each lot shall be submitted to the Architectural Review Committee as part of the preliminary submittal package for the review of proposed improvements on each lot. With respect to the six 35 acre lots included within the Additional Property, the Foundation waives its normal annexation policy of requiring public water and sewer to all lots within Genesee. Each lot owner within Additional Property shall be required to maintain their respective

RATIFICATION

Genesee Foundation does hereby join in , consent to and ratify the within Supplementary Declaration.

My commission expires: _____.

WITNESS my hand and official seal.

Notary Public

DORRILL KING

STATE OF MISSOURI)
) SS
COUNTY OF Buchanan)

The foregoing instrument was acknowledged before me this 28th day of February, 19 95, by Dorril King.

My commission expires March 6, 1996.

WITNESS my hand and official seal.

A. Geneva Hager
Notary Public

LAND SECURITIES INVESTORS, LTD.
York Management Inc., L.P.
By: s/ Raymond W. Near, President

STATE OF COLORADO)
) SS.
COUNTRY OF Jefferson)

The foregoing instrument was acknowledged before me this 6th day of March, 1995, by s/ Raymond W. Near, President as President of York Management, Inc, G. P. of Land Securities Investors, Ltd.

My commission expires October 21, 1998.

WITNESS my hand and official seal.

Victoria E. Moore
Notary Public

continuing along said above described course along the West Line of the SW $\frac{1}{4}$ of said section 1692.03 feet; thence N $72^{\circ} 24'41''$ E, 1374.28 feet to the S.W. Corner of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said section; thence N $0^{\circ} 46'57''$ E along the West Line of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section, 689.76 feet to the N.W. Corner of said S $\frac{1}{2}$ of NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section; thence S $88^{\circ}N. 03'33''$ E along the North Line of said S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section; 1308.75 feet to the North-South Center Section Line of said section; thence $0^{\circ}, 59'54''$ E along said North-South Center Section Line, 2092.92 feet more or less to the S.E. Corner of a tract of land described in Book 2331 at Page 139 of the Jefferson County Records; thence N $32^{\circ} 03'41''$ W along the Southwest Line of said tract, 1374.78 feet to the North Line of the NW $\frac{1}{4}$ of said section; thence N. $89L 35'50''$ W along the North line of said NW $\frac{1}{4}$ of said section, 1862.82 feet more or less to the POINT OF BEGINNING. The above described parcel contains 210.4 acres more or less.

PREPARED BY:

CHESSNOE AND ASSOCIATES, P.E.& L.S.
2430 South Univ. Blvd. , #203
Denver, CO 80210
Tele. No. 722-3267
February 3, 1995

SEAL

EXHIBIT B
(DEVELOPMENT PLAN)

EXHIBIT C-1

CHESSNOE AND ASSOCIATES
Engineering/Planning/Surveying

2430 So. University Blvd. #203
Denver, Colorado 80210
722-3267

LEGAL DESCRIPTION OF LOT 1, BEAR CREEK HIGHLANDS

A tract of land located in the West ½ of Section 25, Township 4 South, Range 71 West of the 6th P.M., County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the N. W. Corner of said section (S. E. Corner Section 23, Township 4 South, Range 71 West); thence S 0° 56'42" W along the West Line of the NW ¼ of said section, 2640 feet more or less to the West ¼ Corner of said section; thence continuing along said above described course along the West Line of the SW ¼ of said section, 1692.03 feet; thence N 9° 36'01" E, 3738.46 feet; thence N48°24'44 " E, 349.02 feet to the centerline of a proposed access road and a point of non-tangent curve; thence on a non-tangent curve to the left along the centerline of said access road whose radius is 829.45 feet, central angle is 42° 56'35", chord bearing is N 56° 03'47"W, and chord length is 607.22 feet, an arc distance of 621.67 feet to a point of non-tangency; thence N 0° 24' 10" E along the centerline of said access road, 72.49 feet more or less to the North Line of the NW ¼ of said section; thence N 89° 35'50" W along said North Line, 309.81 feet to the POINT OF BEGINNING. The above described parcel contains 35.2 acres more or less.

PREPARED BY:

CHESSNOE AND ASSOCIATES, P.E.& L.S.
2340 South Univ. Blvd. , #203
Denver, CO 80210
Tele. No. 722-3267
January 27,1995

SEAL

EXHIBIT C - 2

CHESSNOE AND ASSOCIATES
Engineering/Planning/Surveying
2430 So. University Blvd. #203
Denver, Colorado 80210
722-3267

LEGAL DESCRIPTION OF LOT 2, BEAR CREEK HIGHLANDS

A tract of land located in the West ½ of Section 25, Township 4 South, Range 71 West of the 6th P.M., County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the N W Corner of said Section (S E Corner of Section 23, Township 4 South, Range 71 West); thence S 0° 56'42" W along the West Line of the NW ¼ of said Section, 2,640 feet more or less to the West ¼ Corner of said Section; thence continuing along said above described course along the West Line of the SW ¼ of said section 1692.03 feet to the TRUE POINT OF BEGINNING; thence N 9° 36'01" E, 3,738.46 feet; thence N48°24'44 " E, 349.02 feet to a point of non - tangency on the centerline of a proposed access road; thence on a non-tangent curve to the right along the centerline of a proposed access road whose radius is 829.45 feet, central angle is 15°48'05", chord bearing is S 26°41'27" E, and chord length is 228.03 feet, an arc distance of 228.74 feet; thence S 22° 08'03" E along said centerline, 44.56 feet; thence S 24° 21'41" E along said centerline, 64.02 feet; thence S 23° 12'24" E along said centerline 84.16 feet; thence S 25° 04'28" E along said centerline, 51.04 feet; thence S 30°11'26 " E along said centerline, 180.21 feet; thence S 16°38'36" W, 3,416.29 feet; thence S 72° 24'41" W, 206.55 feet more or less to the TRUE POINT OF BEGINNING. The above described parcel contains 35.0 acres more or less.

PREPARED BY:

CHESSNOE AND ASSOCIATES, P.E.& L.S.
2430 South Univ. Blvd. , #203
Denver, CO 80210
Tele. No. 722-3267
January 27, 1995
February 2, 1995

SEAL

EXHIBIT C - 3

CHESSNOE AND ASSOCIATES
Engineering/Planning/Surveying
2430 So. University Blvd. #203
Denver, Colorado 80210
722-3267

LEGAL DESCRIPTION OF LOT 3, BEAR CREEK HIGHLANDS

A tract of land located in the West ½ of Section 25, Township 4 South, Range 71 West of the 6th P.M., County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the N W Corner of said Section (S. E. Corner of Section 23, Township 4 South, Range 71 West); thence S 0° 56'42" W along the West Line of the NW ¼ of said Section, 2,640 feet more or less to the West ¼ Corner of said Section; thence continuing along said above described course along the West Line of the SW ¼ of said Section 1,692.03 feet; thence N 70° 24'41" E, 206.55 feet to the TRUE POINT OF BEGINNING; thence N 16° 38'36" E, 3,416.29 feet; thence S 18° 46'39" E, 265.89 feet; thence S 0°54'10" E, 1183.18 feet: thence S 9° 50'35" W, 1605.83 feet; thence S72° 24'41" W, 847.82 feet to the TRUE POINT OF BEGINNING. The above described parcel contains 35.0 acres more or less.

PREPARED BY:

CHESSNOE AND ASSOCIATES, P.E.& L.S.
2430 South Univ. Blvd. , #203
Denver, CO 80210
Tele. No. 722-3267
January 27, 1995
Revised February 2, 1995

SEAL

EXHIBIT C - 4

CHESSNOE AND ASSOCIATES
Engineering/Planning/Surveying
2430 So. University Blvd. #203
Denver, Colorado 80210
722-3267

LEGAL DESCRIPTION OF LOT 4, BEAR CREEK HIGHLANDS

A tract of land located in the West ½ of Section 25, Township 4 South, Range 71 West of the 6th P.M., County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the N W Corner of said Section (S. E. Corner of Section 23, Township 4 South, Range 71 West); thence S 0° 56'42" W along the West Line of the NW ¼ of said Section, 2,640 feet more or less to the West ¼ Corner of said Section; thence continuing along said above described course along the West Line of the SW ¼ of said section 1692.03 feet; thence N 72° 24'41" E, 1054.37 feet to the TRUE POINT OF BEGINNING; thence N 9°50'35" E, 1605.83 feet; thence N 0°54'10" W, 1183.18 feet; thence S 67° 43'59" E, 776.45 feet; thence S 0°0'14" E, 1707.31 feet more or less to the North Line of the S ½ of the NE ¼ of the SW ¼ of said Section; thence N 88° 03'33" W along said North Line, 660.53 feet to the West Line of said S ½ of the NE ¼ of the SW ¼; thence S 0° 46'57 " W, along said West Line 689.76 feet more or less to the S. W. Corner of said S ½ of the NE ¼ of the SW ¼ of said Section; thence S 72 324'41" W, 319.91 feet to the TRUE POINT OF BEGINNING. The above described parcel contains 35.1 acres more or less.

PREPARED BY:

CHESSNOE AND ASSOCIATES, P.E.& L.S.
2340 South Univ. Blvd. , #203
Denver, CO 80210
Tele. No. 722-3267
January 27, 1995
Revised February 2, 1995

SEAL

EXHIBIT C -5

CHESSNOE AND ASSOCIATES
Engineering/Planning/Surveying
2430 So. University Blvd. #203
Denver, Colorado 80210
722-3267

LEGAL DESCRIPTION OF LOT 5, BEAR CREEK HIGHLANDS

A tract of land located in the West ½ of Section 25, Township 4 South, Range 71 West of the 6th P.M., County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the N. W. Corner of said Section (S. E. Corner of Section 23, Township 4 South, Range 71 West); thence S 89° 35'50" E along the North Line of the NW ¼ of said Section, 1862.82 feet to the N. W. Corner of a tract of land described in Book 2331 at Page 139 of the Jefferson County Records; thence S 32° 03'41" E along the Southwest Line of said tract, 1374.78 feet to the North-South Center Section Line of said Section; thence S 0 59'54" W along said North-South Center Section Line, 736.95 feet to the TRUE POINT OF BEGINNING; thence continuing along said above described course, 1355.97 feet to the North Line of the S ½ of the NE ¼ of the SW ¼ of said Section; thence N 88° 03'33" W along said North Line, 648.22 feet; thence N 0°0'14" W, 1707.31 feet; thence N 67° 43'59" W, 776.45 feet ; thence N 18°46'39" W, 265.89 feet; thence N 73° 47'25" E, 473.64 feet; thence S 61° 40'09" E, 430.80 feet; thence S 37° 09'13" E, 1062.64 feet to the TRUE POINT OF BEGINNING. The above described parcel contains 35.0 acres more or less.

PREPARED BY:

CHESSNOE AND ASSOCIATES, P.E.& L.S.
2340 South Univ. Blvd. , #203
Denver, CO 80210
Tele. No. 722-3267
February 3, 1995

SEAL

EXHIBIT C - 6

CHESSNOE AND ASSOCIATES
Engineering/Planning/Surveying
2430 So. University Blvd. #203
Denver, Colorado 80210
722-3267

LEGAL DESCRIPTION OF LOT 6, BEAR CREEK HIGHLANDS

A tract of land located in the West ½ of Section 25, Township 4 South, Range 71 West of the 6th P.M., County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the N W Corner of said section (S. E. Corner of Section 23, Township 4 South, Range 71 West); thence S 89° 35'50" E along the North Line of the NW ¼ of said Section, 309.81 feet to the TRUE POINT OF BEGINNING; thence continuing along said above described course, 1553.01 feet to the N. W. Corner of a tract of land described in Book 2331 at Page 139 of the Jefferson County Records; thence S 32° 03'41" E along the Southwest Line of said tract, 1374.78 feet to the North-South Center Section Line of said Section: thence S 0°59'54" W along said North-South Center Section Line, 736.95 feet; thence N 37° 09'13" W, 1062.64 feet; thence N 61° 40'09" W. 430.80 feet; thence S 73° 47'25" W, 473.64 feet; thence N 30° 11'26" W, 180.21 feet to the centerline of a proposed access road; thence N 25° 04'28" W, 51.04 feet along said centerline; thence N 23° 12'24" W, 84.16 feet along said centerline; thence N 24° 21'41" W, 64.02 feet along said centerline; thence N 22° 08'03" W, 44.56 feet along said centerline to a point of non-tangent curve; thence on a non-tangent curve to the left along the centerline of said road whose radius is 829.45 feet, central angle is 58°44'40", chord bearing is N 48° 09'45" W, and chord distance is 813.66 feet, an arc distance of 850.42 feet to a point of non-tangency; thence N 0° 24'10" E along the centerline of said road, 72.49 feet to the TRUE POINT OF BEGINNING. The above described parcel contains 35.1 acres more or less.

PREPARED BY:

CHESSNOE AND ASSOCIATES, P.E.& L.S.
2340 South Univ. Blvd. , #203
Denver, CO 80210
Tele. No. 722-3267
February 3, 1995

SEAL

This document, in it's entirety, has been retyped from original County records. Inaccuracies may have occurred during this process. For real estate, business or legal purposes, please refer to the original document, filed at Jefferson County, Clerk and Recorders office.

Book/page number or reception number: 78114221

Date: 12/15/1978

This document, in it's entirety, has been retyped from original County records. Inaccuracies may have occurred during this process. For real estate, business or legal purposes, please refer to the original document, filed at Jefferson County, Clerk and Recorders office.

Book/page number or reception number: F0209927

Date: 4/02/1996

**FIRST AMENDMENT TO AND CORRECTION OF SUPPLEMENTARY
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BEAR CREEK HIGHLANDS AT GENESEE**

THIS FIRST AMENDMENT TO AND CORRECTION OF SUPPLEMENTARY
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First

Amendment and Correction”) is made as of this 2nd day of April, 1996, by YORK MANAGEMENT, INC., a Colorado corporation (referred to as “Owner” or “Declarant”) and GENESEE FOUNDATION (a Colorado non-profit corporation).

R E C I T A L S

A. The Supplementary Declaration of Covenants, Conditions and Restrictions for Bear Creek Highlands at Genesee (the “Supplementary Declaration”) was executed as of June 12, 1995 and recorded September 28, 1995 at Reception No. F0122330 of the Jefferson County records. Subsequent to recordation, the Additional Property has been conveyed, in its entirety, to York Management, Inc.

B. The legal description of the Additional Property, as defined in the Supplementary Declaration, attached to the Supplementary Declaration as Exhibit A, was prepared based upon a review of historic maps and surveys and without the benefit of a current, field survey. Subsequent to recordation of the Supplementary Declaration, a current field survey has been conducted of the Additional Property and it has been determined that the legal description of the Additional Property attached to the Supplementary Declaration was and is incorrect in certain minor particulars.

C. Declarant and Genesee Foundation desire to correct the erroneous legal description of the Additional Property by execution of this First Amendment and Correction.

D. The Bear Creek Highlands Site and Development Plan (the “Development Plan”) was attached to and incorporated in the Supplementary Declaration as Exhibit B. Legal descriptions for the six lots depicted on the Development Plan were attached to and incorporated in the Supplementary Declaration as Exhibits C-1 through C-6. Section 3 of the Supplementary Declaration recognized that there would be variations and modifications to the Development Plat and to the final surveyed legal descriptions for the Lots based upon surveying and engineering for the Bear Creek Highlands Loop Road, final engineering for water and sewer systems for the Additional Property and in conducting current field surveys for the Lots within the Additional Property.

E. Final engineering for the Bear Creek Highlands Loop Road has been completed. The Additional Property has been included in the Genesee Water and Sanitation District and it has been determined that the Lots within the Additional Property will be served by public water and sewer. Current and final field surveys have been conducted of each of the individual six Lots within the Additional Property and the building envelopes within the individual Lots. All of these actions have been concluded subsequent to the recordation of the Supplementary Declaration.

F. The Declarant and Genesee Foundation desire to execute this First Amendment and Correction in order to finalize and correct the Development Plan, the legal descriptions of the individual Lots, and the building envelopes within each of the Lots, in accordance with and as contemplated by the Supplementary Declaration.

G. Subsequent to the recordation of the Supplementary Declaration, the Declarant and Genesee Foundation have finalized the location of the easements to be provided to Genesee Foundation pursuant to Section 11 of the Supplementary Declaration.

NOW, THEREFORE, the Declarant and Genesee Foundation execute this First Amendment to the Correction of the Supplementary Declaration of Covenants, Conditions and Restrictions for Bear Creek Highlands at Genesee. All of the amendments set forth herein shall apply to the Additional Property and the Additional Property shall be held, transferred, sold, conveyed, leased and occupied subject to the provisions of this First Amendment and Correction, as well as the Declaration and the Supplementary Declaration, all of which shall run with the land.

1. Legal Description of Additional Property. The legal description of the Additional Property, as defined in the Supplementary Declaration, hereby is modified and amended to the legal description contained in Exhibit A, attached hereto, and incorporated herein. The property described in Exhibit A., attached hereto, and incorporated herein, shall be and is the Additional Property, as defined in the Supplementary Declaration and Exhibit A, attached hereto, and incorporated herein, is hereby substituted in its entirety for and shall supersede Exhibit A attached to the Supplementary Declaration.

2. Development Plan. The two page Bear Creek Highlands at Genesee Site and Development Plan prepared by Cross Country Surveys, attached hereto and incorporated herein as Exhibit B hereto, is hereby substituted as the Development Plan for the Additional Property. Exhibit B, the Development Plan, shall be a substitute for and shall supersede the Development Plan attached to the Supplementary Declaration as Exhibit B.

3. Lot Descriptions. Exhibits C-1 through C-6, inclusive, attached to and incorporated herein, constitute the final legal descriptions for the Lots within the Additional Property based upon field surveys. Exhibits C-1 through C-6, attached hereto and incorporated herein, shall be a substitute for and shall supersede Exhibits C-1 through C-6 as attached hereto and incorporated in the Supplementary Declaration.

4. Building Envelopes. The Building Envelopes on each Lot were not described by surveyed legal description in the Supplementary Declaration. Surveyed legal descriptions for each of the Building Envelopes have now been prepared based upon current field surveys and are set forth in Exhibits C-1 through C-6, attached hereto and incorporated herein. The Building Envelopes for each Lot shall be as described in Exhibits C-1 through C-6, attached hereto and incorporated herein, and shall be as depicted on Exhibit B, attached hereto and incorporated herein.

5. Bear Creek Highlands Loop Road. The final location of Bear Creek Highlands Loop Road, as described in Section 5 of the Supplementary Declaration, is described on Sheet 2 of the Development Plan as the "Access Utility and Drainage

This document, in it's entirety, has been retyped from original County records. Inaccuracies may have occurred during this process. For real estate, business or legal purposes, please refer to the original document, filed at Jefferson County, Clerk and Recorders office.

**Book/page number or reception
number: F0209927**

Date: 4/02/96
