

The following is intended to be a complete transcription of the DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR REDHILL FOREST. As this was typed from copies and not the original recording of this document, it must be stated that should there be any discrepancy between the recorded material and this copy that the provisions recorded will be the correct version.

Book 269 Pages 100-133

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DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS,  
CHARGES AND LIENS FOR REDHILL FOREST

Declaration made as of this 6<sup>th</sup> day of September, 1977, jointly by the REDHILL FOREST GROUP, a partnership, consisting of MORRIS BURK of Park County, Colorado and JOHN KINGSBERY of Austin, Texas, and PARK COUNTY ASSOCIATES, INC, a Colorado corporation, as successor in interest to FRI-COLORADO CORPORATION, a Colorado corporation and wholly owned subsidiary of THOR CORPORATION, a Delaware corporation, jointly hereinafter referred to as "Developers."

WITNESSETH:

Whereas, Developers are the owners of the real property described in Article II of this declaration and shown on the site plan attached hereto and marked "Site Plan" which they desire to develop in phases (which may be platted, developed and sold by the one or the other of them independent of the other) as a residential community of single family residential homesites under the name and style of "Redhill Forest," with a central water system and electric service, as the same shall be developed and installed as hereinafter provided, private roads, fire protection, various permanent recreational lands and amenities, open spaces and other common facilities and amenities for the benefit of said community; and

WHEREAS, Developers desire to provide for the preservation of the values and amenities in said community and for the development, installation, extension, operation and maintenance and operation of said central water system, electric system, private roads, fire protection, recreational lands and amenities, open spaces and other common facilities and amenities; and, to this end, desire to submit and subject the real property described in Article II to the covenants, restrictions, easements, assessments, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developers have deemed it desirable, for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of installing, developing and owning the central water system, maintaining and administering the community property and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the utility availability fees, association regular and utility fees, assessments and charges hereinafter created; and

WHEREAS, Developers have incorporated REDHILL FOREST PROPERTY OWNERS, MUTUAL WATER AND CATTLE ASSOCIATION under the Nonprofit Corporation Laws of the State of Colorado for the purposes of exercising the aforesaid functions.

NOW, THEREFORE, the Developers, for themselves, their heirs, personal representatives, successors, grantees and assigns, declare that any portion of the real property described in Article II, which is platted as a part of Redhill Forest, is and shall be held, transferred, sold, and conveyed and occupied subject to the covenants, restrictions, easements, assessment, charges and liens (sometimes referred to as "Covenants and Restrictions" or "General Declaration") hereinafter set forth.

ARTICLE I

Definitions

The following words when used in this Declaration or any Supplemental Declaration hereto shall, unless the context otherwise prohibits, have the meanings set forth below:

A. "Association" or "Corporation" shall mean and refer to the Redhill Forest Property Owners, Mutual Water and Cattle Association, a Colorado nonprofit corporation.

B. "The Properties" shall mean and refer to all real properties within those described in Article II hereof and shown on the site which shall hereafter be platted as a part of Redhill Forest as are subject to this Declaration, or which, if unplatted shall be planned by Developers for platting substantially under the site plan

C. "Common Properties" shall mean and refer to certain areas of land as shown on the attached site plan and intended to be devoted to the common use and enjoyment of the owners of the Properties. Common properties shall be created in phases or filings of portions of the Properties as shown on the site plan by platted lot designation, and shall not come into existence except as an incident to the filing of a plat for a filing or phase of Redhill Forest. Areas created as Common Properties by virtue of a platting shall be for the benefit of all platted property and members of the Association and not just that and those within the filing by which the same is created. Common properties shall also mean personal property belonging to the Association.

D. "Lot" shall mean and refer to all platted lot units for single-family residential housing situated within the Properties but not upon the Common Properties.

E. "Owner" shall mean and refer to the record owner of fee simple title to any lot, including the Developers with respect to an unsold platted lot. Every lot owner shall be treated for all purposes as a single owner for each lot held, regardless of whether such ownership is joint or common tenancy. Where such ownership is joint or common, the vote(s) of such owners shall be as hereinafter provided or as provided in the Articles of Incorporation and By-Laws of the Association.

F. "Member" shall mean and refer to each holder of one of the two classes of membership interests in the Association, as such interests are set forth in Article III hereof.

G. "Subdivision" shall mean and refer to those portions of the property described in Article II hereof which are hereafter platted under the name and style of Redhill Forest and substantially developed in accordance with the attached site plan. Filings need not be contiguous to one another. Plat filings shall be in consecutive numerical sequence, the first being "Filing No. 1," the second, "Filing No. 2," and so on. Such filings may be broken down into or identified by "Sections" which may also be numerically sequenced for purposes of identification as to the availability of the central water system in such section of a filing and electric service and the timing of the development in installation thereof, all of which shall be a matter of contract between the Lot Owners and the Association as more fully detailed in Section 3 of Article V hereof.

H. "Developers" shall mean and refer to the Redhill Forest Group, and Park County Associates, Inc., as successor in interest to Fri-Colorado Corporation by virtue of its purchase of portions of the real property forming a part of the Subdivision, or either or both of them, and their representatives, heirs, personal representatives, successors and assigns, with respect to unsold platted lots and with respect to undeveloped portions of the property, if such heirs, personal representatives, successors and assigns (of either or both of them) should acquire an undeveloped portion of the Properties from the Developers for the purpose of development substantially in accordance with the site plan.

I. "Site Plan" shall mean the site plan attached hereto which is the rough and generalized proposed plan to develop the Properties into approximately 640 lots substantially as shown thereon. Said site plan has been approved as a master site plan by Park County, Colorado: provided that Developers may be required to make some minor modifications thereof for the practical purposes or by law to meet the requirements thereof.

## ARTICLE II

### Property Subject to this Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is that portion of that certain plot, piece or parcel of land situate, lying and being in the County of Park and State of Colorado being more particularly bounded and described as follows which shall subsequently be platted as a part of Redhill Forest and those unplatted portions thereof which are planned to be platted into lots as a part of the Subdivision:

A tract of land located in Sections 1, 12, 13 and 24 T. 10 S., R. 77 W., and Section 18, 19, 29, 30, 31 and 32, T 10 S., R 76 W., and Section 5, T. 11 S., R 76 W., 6<sup>th</sup> P.M., Park County, Colorado. Beginning at the

NE corner of said Section 1, thence S 00°09'13" W along the East line of said Section 1 for a distance of 2639.44' to the E ¼ corner of said Section 1, thence continuing along said east line, S 00°9'13" W for a distance of 2639.44' to the NE corner of said Section 12, thence S 00°10'16" W along the east line of said Section 12 for a distance of 2646.36' to the E ¼ corner of said Section 12, thence continuing along the East line, S 00°10'16" W for a distance of 2646.36' to the NE corner of said Section 13, thence S 00°02'37" E along the east line of said Section 13, for a distance of 900.00', thence N 83°29'08" E for a distance of 452.97', thence S 07°08'41" E for a distance of 1815.92', thence S 20°52'31" E for a distance of 2822.12' to a point on the South line of said Section 18, thence S 23°44'41" E for a distance of 3029.58' to a point on the EW center of Section Line of said Section 19, thence S 21°41'45" E for a distance of 2948.34' to the NE corner NW ¼ NE ¼ of said section 30, thence S 25°18'46" E for a distance of 3033.09' to the E ¼ corner of said Section 30, thence S 26°21'17" E for a distance of 2979.67' to the NE corner W ½ W1/2 of said Section 32, thence S 26°21'46" E for a distance of 2969.41' to the center of Section of said Section 32, thence S 29°36'50" E for a distance of 1970.92' thence S 27°02'15" E for a distance of 1978.08' thence S 67°29'34" E for a distance of 306.61' to a point on the westerly right of way of County Road No.7, thence crossing said R.O.W. N 84°29'29" E for a distance of 60.41' to a point on the Easterly R.O.W. of said County Road No. 7, thence said R.O.W. S 42°53'37" E for a distance of 503.67' to the SE corner NE ¼ NE ¼ of said Section 5, thence S 04°26'21" W along the E line of Section 5 for a distance of 1252.69' to the E ¼ corner of said Section 5. Thence S 89°04'45" W along the East-West Center of Section Line of said Section 5 for a distance of 30.29' to a point on the North-Easterly R.O.W. line of Colorado State Highway No. 9, thence North-Westerly along said R.O.W. for the following 17 courses. N 31°51'37" W for a distance of 473.68', thence to the left along the arc of a curve whose delta is 18°15'00" and whose radius is 1960.00' for a distance of 624.30', thence N 50°06'37" W for a distance of 952.70' thence to the right along the arc of a curve whose delta is 08°49'00" and whose radius is 5680.00', for a distance of 874.04', thence N 41°17'37" W for a distance of 2988.70'. Thence N 48°42'26" E for a distance of 10.00', thence N 41°17'37" E for a distance of 696.20', thence to the right along the arc of a curve whose delta is 04°54'00" and whose radius is 5670.00', for a distance of 484.90', thence N 30°10'01" W for a distance of 138.30', thence N 36°23'37" W for a distance of 1176.32', thence N 50°25'47" W for a distance of 103.08', thence N 36°23'37" W for a distance of 4321.20', thence to the right along the arc of a curve whose delta is 04°34'00" and whose radius is 5680.00', for a distance of 542.72', thence N 31°49'37" W for a distance of 722.10', thence N 28°57'52" W for a distance of 200.25', thence N 31°49'37" W for a distance of 2351.70', thence to the right along the arc of a curve whose delta is 04°56'15" and whose radius is 5670.00', for a distance of 488.60', to a point on the east line of said Section 24, thence N 00°02'42" E along said east line for a distance of 2666.12' to the E ¼ corner of said Section 24, thence W along the East-West center of Section line for a distance of 975.82' to a point on easterly right of way line of Colorado State Highway No. 9, thence leaving said R.O.W. N 16°00'27" W for a distance of 2698.98', thence due north for a distance of 2200.00', thence N 16°41'57" W for a distance of 835.23', thence N 05°02'33" W for a distance of 1706.61', thence N 22°43'54" W for a distance of 1409.48' to a point on the north-south center of section line of Section 12, thence N 00°07'41" E along said center of section line for a distance of 752.85' to the corner NE ¼ SW ¼ of said Section 12, thence N 89°26'16" W along the south line of said NE ¼ SW ¼ for a distance of 664.19' to the SW corner of E ½ NE ¼ SW ¼ of said Section 12, thence N 00°06'45" E along the West line of said E ½ NE ¼ SW ¼ for a distance of 1338.59' to the SW corner E ½ E ½ NW ¼ of said Section 12, thence N 00°07'20" along the West line of said E ½ E ½ NW ¼ for a distance of 2676.41' to a point on the south line of Section 1, said point also being the NW corner E ½ E ½ NW ¼ of said Section 12, thence N 88°39'17" W along said south line for a distance of 664.96' to the SW corner of E ½ SW ¼ of said Section 1, thence N 02°12'56" W along the West line of said E ½ SW ¼ for a distance of 2667.90' to the SW corner of E ½ NW ¼ of said Section 1, thence N 02°01'49" E along West line of the said E ½ NW ¼ for a distance of 2515.84' to a point on the North line of said Section 1, said point also being NW corner of E ½ NW ¼ of said Section 1, thence N 89°55'42" W along said North line for a distance of 1338.94' to the N ¼ corner of said Section 1, thence continuing along said North line N 89°55'42" E for a distance of 2677.87' to the NE corner of said Section 1, the point of beginning. Containing 2404.94 acres more or less. All bearings are referenced to a solar observation.

AND

A tract of land located in Sections 12, 13 and 24 T. 10 S., R. 77 W., of the 6<sup>th</sup> P.M. County of Park, State of Colorado; more particularly described as follows:

Beginning at S ¼ corner of said Section 12, thence N 00°07'41" E along the North-South center of Section line for a distance of 582.66' to the true point of beginning, said point being a common point on the W line of Redhill Development, thence southerly along the said W line of the Redhill Development for the following 5 courses. S 22°43'54" for a distance of 1409.48', thence S 05°02'33" E for a distance of

1706.61', thence S 16°41'57" E for a distance of 835.23', thence due South for a distance of 2200.00', thence S 16°00'27" E for a distance of 2698.98' to a point of intersection with the East-West center of section line of Section 24 and the Northeasterly R.O.W. of Colorado State Highway No. 9, thence northwesterly along the R.O.W. to a point of intersection with the said R.O.W. and the East Bank of the Middle Fork of the South Plate River, thence northerly along the said East bank of the Middle Fork of the South Plate River as it now exists or may exist through future meanders, to a point of intersection of the said east bank and the North-South center of section line of said Section 12, thence N 00°07'41" E along said North-South center of the section line to the true point of beginning, containing approximately 35.5 Acres, all bearings are referenced to a solar observation.

EXCEPTING THEREFROM the Commercial Area as shown on the attached site plan.

### ARTICLE III

#### Membership and Voting Rights in the Association

The Association shall have two classes of membership interests as follows:

Class A. Class A Members shall be all owners (including Developers with respect to unsold platted lots) of platted lots situated within and upon the Properties comprising a part of the Subdivision. Each Class A Member shall be entitled to one (1) vote in the Association for each lot owned by that Member.

Class B. Class B Members shall be the developers, or their respective heirs, personal representatives, successors and assigns, with respect to unplatted portions of the Properties shown on the attached site plan and described in Article II hereof which have not been withdrawn from the Developers' subdivision scheme, *i.e.*, which the Developers plan to plat into lots and sell as a part of the Subdivision. Except as otherwise provided in this document, and/or the Articles of Incorporation or By-Laws of the Association, Class B Members shall not be entitled to any voting rights in the Association. Upon the platting of subsequent filings, Class B Memberships shall automatically become Class A memberships with the number of new Class A memberships created by such filing being the number of Lots in that filing.

### ARTICLE IV

#### Property Rights in the Common Properties

Section 1. Members Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Class A Member shall have a right and easement of enjoyment in and to the Common Properties forming a part of any (the one within which his lot(s) is situated on and prior to subsequent filing) filing of platted lots within the Subdivision, whether now or thereafter made, and, such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The Developers shall convey legal title or their interest to the Common Properties now or hereafter developed and installed, whether by it or the Association, forming a part of each filing or section within a filing of the Subdivision, to the Association and prior to the closing of title to the first lot in that filing shall remove all liens and encumbrances therefrom which would affect the beneficial use thereof, except those created by or pursuant to the General Declaration; subject, however, to the following covenant, which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of Redhill Forest, the Common Properties and all facilities now or hereafter built or installed thereon, shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Properties shall include, but not be limited to, the repair of damage to road surfaces, walkways, buildings, outdoor lighting, water treatment and distribution systems, equipment (so long as it remains the property of the Association), recreational equipment, fire protection equipment and facilities and fences. This section shall not be amended, as provided for in Article IX; Section 2, to reduce or eliminate the obligation for maintenance and repair of the Common Properties.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association, as provided in its By-Laws to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations all as more fully provided in the By-Laws of the Association;

B. The right of the Association as provided in the Articles of Incorporation of the Association, with the consent the Class B Members so long as there shall be any, to dedicate or transfer all or any part of the Common Properties to any Public agency, authority, or utility willing to undertake ownership and maintenance of the same for the purpose intended and subject to such conditions as may be agreed to by the Members; provided no such dedication or transfer, determination as to the purposes or as to the conditions therefore, shall be effective unless an instrument signed by Members entitled to case sixty-six and two-thirds (66 2/3) percent of the eligible votes has been recorded, agreeing to such dedication, transfer, purpose or condition and unless written notice of the action is sent to every Member at lease ninety (90) days in advance of any action taken;

C. The right of the Developers and of the Association to grant and reserve easements and rights-of-way, in, through, under, over and across the Common Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private water, electric, sewer, drainage, cable television, gas and other utilities and the right of the Developers to grant and reserve easements and rights-of-way, in through, under, over, upon and across the Common Properties for the completion of the Developers' work under Sections 1 and 2 of Article V

## ARTICLE V

### Development of Redhill Forest, Filing No. 1 and Subsequent Filings

#### Section 1. Redhill Forest, Filing No. 1 and Water System for Filing No. 1.

(a) Developer, The Redhill Forest Group, shall plat 142 lots on the approximate 448.30 acre parcel comprising Filing No. 1 to be used solely for residential purposes and reasonable accessory uses.

(b) The said Filing No. 1 shall be platted in three (3) Sections, Section 1 containing 49 lots shall have developed and installed, no later than Dec. 21, 1977 at the initial expense of Developers, a completed central water system designed with pumps, chlorinator, storage tanks and water lines to service each of the lots in the said Section 1 of Filing 1 built in accordance with the requirements of the County of Park Subdivision Regulations. Said system shall, at minimum, be constructed to be capable with only the extension of water line to service the additional two Sections in said Filing No. 1 as provided in Section 3 of this Article.

Section 2. Subsequent Filings. Developers may, but are in no way required or obligated to, plat approximately 500 additional lots on the approximate 2000 acres comprising the remaining Properties. The said platting(s) may be in one or more filings in the discretion of the developers, and said filing(s) may be made by both of them, or by either, independent of the other subject, however, to these covenants and restrictions. Each, such filing shall have a central water system. As with Filing No. 1, the central water system for the first section of Filing No. 2 will be developed and installed by the Developers at their initial expense to service approximately one third of the lots (a Section) in the next filing. Thereafter, extensions of the water system will be provided as needed by the Association. The platted lots may be used only for single family residential purposes and reasonable accessory uses if so platted. As with Filing No. 1, subsequent filings may have Sections for the same purposes as in the case of Filing No. 1.

Section 3. Central Water System Use and Extension and Utility Service Availability Fees. A utility service availability fee shall be charged to each purchaser of a lot in the Subdivision by the Association in the amount of \$\_\_\_\_\_ to be paid at the option of the purchaser either in installments of \$15.00 per month without interest until paid, or, in cash at the closing of the purchase, the method of payment to be at the option of the lot purchaser. Said contract(s) may be prepaid at any time. The same shall be evidenced by a specifically enforceable written contract as between each purchaser and the Association reflecting that the obligation therefore shall be a lien upon the purchaser's lot until paid in full, junior in priority only to governmental tax liens and assessments of Park County, Colorado. Said lien shall be enforceable in the manner provided herein for enforcement of regular dues and assessments of the Association. The purpose of such contractual arrangement shall be to provide a means for the financing of the payment of the costs of necessary extensions of the hereinbefore described central water system to service the Subdivision and the extension of overhead electric service to the Subdivision. No lot owner shall construct any improvement upon a lot within the Subdivision until such time as the contract has been paid in full. All funds collected by the Association shall be placed in an interest bearing trust or escrow account at a financial institution in the State of Colorado, the same to be withdrawn by its Board of Managers, with the written approval of the Board of County Commissioners of Park County, Colorado, or its designated agent, to be used only for the purpose of extending water service to lots as provided in the contracts between the purchasers of lots and the Association within the time(s) agreed to in said contract(s). Monies collected and placed in the trust account shall be earmarked to be used for the purposes and only in the Filing described in the contract; but upon the completion of

and payment for the water system in the applicable Filing, any excess may be utilized by the Association and/or Developers to develop, install and extend the central water systems in other Filings of the Subdivision, and in no event shall the same be rebated to the lot owners. The Developers shall have no obligation to pay utility service availability fees with respect to platted, unsold lots, but if the funds necessary to provide for central water system and electric service development, installation or extension shall not be available to perform the required work in accordance with the contract between the Association and the lot owner at the time required thereunder because of an insufficient number of sales, then the Developers shall be required to make up any deficiency required to perform the work at any time designated for performance in such contracts by loan to the Association, or, if applicable, may exchange lots without additional consideration in a portion of the Subdivision improved with a central water system and electric service with the lot owner, all as shall be more fully provided in the utility service availability fee in the contract(s) between the Association and the lot owner(s) and Contract(s) of Purchase and Sale between the Developers and lot owner(s), which said two contracts shall be interdependent. It is to be noted that electric service shall be extended to the Subdivision under contract between the Association and Intermountain Rural Electric Association, the public Utility providing electric service in Park County, Colorado and that the same shall not be a direct responsibility of the Developers.

Section 4. Commercial Lots. Developers intend to plat several commercial lots at the southern extremity of the subdivision in the area shown on the site plan as "Commercial Area" which shall be free from the terms, conditions and obligations of this General Declaration, but which shall be entitled to contract with the association for services such as water, electric, road maintenance, fire protection and the like at the same charges as made to Class A Members for the same. The Developers reserve the right to impose restrictions burdening and benefiting the said Commercial Area and to create easements for the benefit thereof.

Section 5. Easements. Developers do hereby establish and create for the benefit of the Association and for all Owners from time to time of Lots in the Subdivision, for the benefit of the Common Properties, for the benefit of the unplatted portions of the Properties and the Commercial Area located within the Properties, and do hereby give, grant and convey to each of the aforementioned, the following easements, licenses, rights and privileges:

(i) Rights-of-way for ingress to and egress from platted Lots by vehicles (where the right of way shall be intended for that purpose) or on foot, in, through, over, under and across the streets, roads and walks in the subdivision and providing access thereto, and the Common Properties (as shown on platted filings thereof as they may be built or relocated in the future) for all purposes and (if the association fails to maintain the same) the right to maintain and repair the same;

(ii) Rights to connect with and make use of utility lines, wires, pipes, conduits, and cable television lines, drainage lines and water lines which may from time to time be in or along the streets and roads of other areas of the Properties subject to the satisfaction of applicable contracts respecting fees for utility betterment, and (if the Association neglects to keep them adequately maintained) the rights to maintain and repair the same.

Section 6. Reservation of Easements. Developers and the Association reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across any utility easements shown on recorded plats of the properties, for the purpose of completing their work under Section 1, 2 and 3 of this Article and, towards this end, reserve the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Properties the utility easements within platted Lots as shown on the Plats thereof, for the installation, maintenance and inspection of lines and appurtenances for public or private water, drainage, cable television, gas and other utilities and for any other materials or services necessary for the completion of work. Developers and the Association also reserves the right to connect with and make use of the water lines and systems, utility lines, wires, pipes, conduits, cable television, drainage lines which may from time to time be in or along the streets and roads or other areas of the Properties. Finally Developers reserve the right to continue to use the Common Properties and any sales offices, model homes and parking spaces located on the Properties, in its efforts to market lots in the Subdivision.

## ARTICLE VI

### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation. The Developers, for each Lot owned by them within the platted portion of the Properties, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, hereby covenant, and shall be deemed to covenant and agree, to pay to the Association such assessments as are fixed by the Association's Board of Managers and assessed to the members as hereinafter provided. All sums assessed by the Association but unpaid, together with such interest thereon as is hereinafter provided and costs of collection, shall be a charge on the land and shall be a

perpetual and continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, as hereinafter provided and stated as well in the Articles of Incorporation and By-Laws of the Association, shall be a personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of the Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision as a community and in particular for the improvement and maintenance of the Common Properties, utilities to be provided by or through the Association, services and facilities devoted to this purpose and/or related to the use and enjoyment of the Common Properties and of the Lots situated upon and within the Subdivision, including as to the Common Properties without limiting the foregoing, the payment of taxes and insurance thereon and repair to, replacement of, and additions thereto, and the cost of labor, equipment, materials, services, management and supervision thereof.

Section 3. Developers' Liability on Subsequently Platted Lots. As hereinbefore provided, the Developers shall initially be considered Class B Members with respect to each of the planned but unplatted Lots on the unplatted portion of the properties. As Class B Members, the Developers shall not be liable for assessments on said unplatted portion of properties. In the event, however, that the Developers determine to plat the unplatted Properties or any portion thereof, they shall have the obligation to commence paying such assessments at such time as the plat therefore is filed for record. At any time the Developers (or either or both of them) shall have the right to notify the Secretary of the Association in writing of their intention to irrevocably surrender their right to plat any of said planned, but unplatted Lots. The Developers shall not be considered Members as to any unplatted Property to which it irrevocably surrenders its right to plat as aforesaid, and the property so withdrawn shall be thenceforward free from the covenants and provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association.

Section 4. Assessments. The Association's Board of Managers shall, from time to time, but at least annually, fix and determine the estimated budget representing the sum or sums necessary and adequate for the continued operation of the Association and shall send a copy of the budget and any supplement to the budget to each Member prior to assessing such Members thereon. The Board shall determine the total amount required, including the operational items such as insurance repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements approved by the Board. The total annual requirements and any supplemental requirements shall be allocated between, assessed to and paid by the Members as follows: Each Class A Member shall pay a proportionate share of said requirements. Payments of assessments by Class A Members shall be made to the Association. The sum due the Association from each individual Lot Owner shall constitute an assessment of the Board of Managers and unpaid assessments shall constitute liens on the individual Lots, subject to foreclosure as hereinafter provided and provided in the Articles of Incorporation and By-Laws of the Association.

Section 5. Limitations on Capital Improvements. Except as otherwise provided herein with respect to the development, installation and extension of the central water system and electric service in Article V hereof, no capital improvement(s) shall be approved by the Board of Managers, nor shall any monies be expended for capital improvement(s) which result in any assessment therefore in any one (a) year of greater than an aggregate of \$60.00 per lot unless approved by sixty-six and two-thirds (66 2/3) percent of the Class A Members entitled to vote, excluding the Developers.

Section 6. Utility Charges. All charges of the Association for utility services provided by it shall be metered (or where impractical, a flat fee charge therefore).

Section 7. Due Dates; Duties of the Board of Directors. All assessments shall be based as nearly as possible on the estimated budget, and shall be payable monthly in advance as ordered by the Board of Managers, and utility charges, ten (10) days after billing therefore at the greater of a minimal monthly charge or a metered charge, for consumptive use for the one (1) month last preceding. The Board of Managers of the Association shall fix the date of commencement, and the amount of the assessment against each Lot and shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request of a member or his mortgagee, the Board shall promptly furnish such Member or his mortgagee with a written statement of the unpaid charges due from such Member. Such statement shall be binding upon the Association as more fully provided in the By-Laws of the Association.

Section 8. Effect of Non-Payment of Assessment; The Personal Obligation of the Member; The Lien; Remedies of the Association. If an assessment is not paid on the date when due, as fixed by the Board of Managers

in accordance herewith, then such assessment shall become delinquent and shall, together with such interest thereon as hereinafter provided and costs of collection, thereupon become a continuing lien on the Member's Lot which shall bind such property in the hands of the Member, his heirs, devisees, personal representatives and assigns. Such lien shall be prior to all other liens except:

(a) tax or assessment liens on the Lot by the legally constituted taxing subdivisions of any governmental authority, including, but not limited to State, County, and/or School District taxing agencies; and

(b) all sums unpaid on any first mortgage or trust deed of record encumbering the Lot; and shall be co-equal in priority with the lien of any contract between the Lot Owner and the Association respecting utility betterment fees. The personal obligation of the Member who was the Owner of the Lot when the assessment fell due to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum and the Association may bring an action at law against the Member or former Member personally obligated to pay the same or, cumulatively, to foreclose the lien against the property in the same manner as foreclosure upon a deed of trust; and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees, together with cost of the action.

Section 9. Lien Statement. The Association may, by and through its Board of Managers, file for record a statement of Lien for all assessments and/or utility charges unpaid within thirty (30) days after the delinquency date thereof.

Section 10. Discontinuance of Utility Service for Non-Payment. In addition to the foregoing, the Association shall have the right to disconnect utility and other services provided by it to the Lot of any Owner who assessment (for utilities or common expenses) shall not be paid within thirty (30) days of the delinquency date, and to keep the same disconnected until the same shall have been paid in full with interest and costs of collection as above provided.

Section 11. Suspension of Privileges for Non-Payment. The Board of Managers within their sole discretion shall also have the right to suspend the privileges of the Owner (and his family, guests and invitees) of a Lot to use the recreational facilities of the Subdivision for non-payment of any assessment or charge or for related violations of rules and regulations of the Association, for a period of not to exceed thirty (30) days. Written notice of such suspension shall be given to any Owner whose privileges are being suspended stating the reason for suspension and the period thereof.

## ARTICLE VII

### Architectural Control Zoning, Building Size (Minimum) and Building Location

Section 1. Building Type and Use. With the exception of commercial zoned lots, all tracts in the subdivision are at the time at this Declaration, zoned R-1 (residential) under the Park County regulation. Lot Owners should consult said zoning regulation for specific zoning use and restrictions prior to any construction, and where inconsistent herewith the more restrictive provisions shall apply.

Section 2. Dwelling Size R-1 Zoning. The ground floor area of any dwelling structure within the Subdivision, exclusive of open porches, garages, and basements, shall not be less than 600 contiguous square feet for a one-story dwelling structure, nor less than 500 square feet for a two-story dwelling structure. No dwelling shall be more than two (2) full stories above ground level.

Section 3. Building Location R-1 Zoning. No building shall be erected nearer than fifty (50) feet to any boundary along a road, or so that any part of said building, including roof overhangs or eaves is closer than twenty-five (25) feet to any of the other boundary lines of the lot on which the same is situated. In case of single ownership of more than one adjacent Lot, this restriction shall apply to the parcel in single ownership as a whole; provided, however, that such whole shall thenceforth be considered for purposes of development and subsequent sale as one (1) Lot. For the purposes of this covenant, eaves, steps and open porches shall be considered as a part of the building. Each dwelling structure shall be identified by a visible and legible house number which can be plainly seen from the road fronting the Lot on which the dwelling structure is situated.



Section 4. Building Appearance. No building, fence, wall or other structure, or change in landscaping, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee, the constitution of which is hereinafter provided for in Section 5 of this Article. All structures within the Subdivision (dwelling and accessory) shall be placed or constructed on block or concrete foundation walls, and due to wildfire hazards open exposed crawl spaces are prohibited. Mobile homes are prohibited. Structural color schemes shall be compatible with the surrounding environment requiring exterior finished in earthtone colors (shades of brown, green or darkened natural wood). In the event said Board, or its designated committee, fails to approve or disapprove any design and location submitted to it within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 5. Constitution of Architectural Control Committee. The architectural control committee will initially be composed of three (3) persons (or their successors) appointed by Developers who shall not be required to be Lot Owners. After the erection of five (5) complete dwelling structures within the Subdivision the Owners of said structures may by majority vote at a special election held for that purpose elect two (2) additional members of said committee. Term of membership of the members of the committee selected by the Owners of Lots improved by dwellings shall be three (3) years, after which time elections shall be held at the next succeeding annual meeting of Members. A majority of the committee may, in writing, designate a representative to act for it who may bind the committee by his actions. In the event of death or resignation of any member of the committee selected by the Owners of Lots improved by dwellings, the remaining Owner Members of the committee shall have full authority to designate a successor. The Developers shall at all times be represented by three (3) members on the committee until seventy-five (75%) percent of the total Lots planned for the Subdivision (all platted and proposed) are sold and until fifty (50) dwellings have been erected, and thereafter all five (5) members shall be elected at the next annual meetings of the members by the Owners of Lots in the Subdivision improved with dwellings. Neither the members of the committee nor its designated representative shall be entitled to any compensation from the Association for services performed pursuant to this covenant, but shall be entitled to reimbursement for out-of-pocket expenses. Nothing contained herein shall prohibit the Developers from paying compensation to its representatives for service performed as members of the Architectural Control Committee.

Section 6. Construction Activity. No construction activity of any kind shall be commenced upon any Lot within the Subdivision until the utility availability fee has been paid for the central water system so as to cause water service to become available thereto and electric service extended thereto, and until the contracted utility service availability fees shall have been paid in full.

## ARTICLE VIII

### Use of Property; Miscellaneous Covenants

Section 1. Use of Lot. The use of a Lot by a Member or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and reasonable Rules and Regulations established by the Board of Managers, including the following covenants and restrictions:

- A. The Lot and area restricted to the Member's use shall be maintained in good repair and overall appearance.
- B. Any Member who mortgages his Lot shall notify the Board of Directors providing the name and address of his mortgagee.
- C. The Board of Managers shall, at the request of the mortgagee of the Lot, report any delinquent assessments due from the Owner of such Lot.
- D. No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

E. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances, the regulations of all governmental bodies having jurisdiction thereof shall be observed.

F. Regulations promulgated by the Board of Managers concerning the use of the property shall be observed by the Members, provided, however, that copies of such regulations are furnished to each Member prior to the time the said regulations become effective.

G. The maintenance assessments shall be paid when due.

H. Occupancy of the Lot shall be restricted to "One Family Occupancy" which shall be defined as residential occupancy by no more than four adults all related to one another as either brother, sister, stepbrother, stepsister, mother, father, husband, wife, daughter, son, stepdaughter or stepson, together with no more than four of their children, all of whom are related to each other as brother or sister. The foregoing shall include adopted or foster children. Occupancy of the Home for professional or residential use, or a combination of both in accordance with One Family Occupancy whether or not such professional is also the occupant of the residential portion of the Home. Rental of the Home to any person shall be in accordance with such One Family Occupancy.

Section 2. Vehicles and Use Thereof. No unlicensed vehicles shall remain on the property for more than ninety (90) days. Trail bikes, snowmobiles, all terrain vehicles, scooters, and the like, and motor vehicles will be used on designated roads and trails only. Drivers of motor vehicles shall obey speed and traffic control signs as posted by the Board of Managers.

Section 3. Animals; Dog Control. Domestic pets may be kept, but should not be left unattended. Dogs shall not be permitted to run at large within the Subdivision or adjacent lands and shall be required to be within the 'positive control' of the owner thereof at all times. Positive control shall mean that the dog, when on the Lot of the owner thereof, is within the sight and earshot of an adult person on the Lot who is capable of summoning and controlling the dog, and, when off of the Lot (within the Subdivision or on adjacent lands) is tethered with a leash no longer than ten (10) feet in length one end of which shall be held by an adult person capable of controlling the dog. No tethered dog shall be left unattended off of the Lot of the owner thereof, or on said Lot if such animal regularly and continuously barks or yelps so as to be bothersome to others. Because of the hazards to wildlife and livestock any dog found to be in violation of this covenant may be summarily destroyed by the direction of the Board of Managers, or its designated representative.

Section 4. Sewage. All sewage shall be disposed by individual waste disposal systems approved by the Park County Health Department and State of Colorado Department. A sewage disposal permit must be obtained from the appropriate governmental authorities prior to obtaining a building permit.

Section. 5 Firearms. No hunting or discharge of firearms shall be allowed within the Subdivision.

Section 6. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from public roads.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

Section 8. Culverts. Lot Owner(s) shall furnish where necessary at their own expense a minimum 16 foot long, 15 inch diameter culvert, required for private access road to their Lot (s).

Section 9. Clearing of Trees. There shall be no removal of living trees from any tract except that which must be removed in connection with construction of the property, landscaping, or that which is consistent with good conservation practices. All debris from homesite construction and landscaping shall be removed or chipped.

Section 10. Temporary Structures Prohibited; Camping. No temporary structure(s), such as mobile homes, camping trailers, tents and the like, shall be placed on any Lot within the Subdivision on a permanent basis for occupancy. The foregoing shall not prevent construction sheds and trailers to be placed upon Lots during

construction projects, nor the storage of such items if adequately screened to the satisfaction of the Architectural Control Committee.

Section 11. Vacation Camping. Subject to approval by the appropriate Park County authority, during the first seven (7) years of the term of this Declaration, vacation camping shall be permitted on Lots within the Subdivision for periods of no more than thirty (30) uninterrupted days. The tent, R.V., camper, or camping trailer used during the vacation camping shall then be removed from the Lot for at least one (1) days. Sewage disposal shall be allowed into captive holding tanks which shall in turn be emptied into a sanitary dump station to be provided on the common properties. Camping fires shall be limited to pits or other types of fire containing structures approved by the Board of Managers. Campsites shall be within building setbacks as established by zoning of this General Declaration. Campsites shall be maintained in a neat, clean and orderly fashion, free of rubbish and debris.

Section 12. Policing and General Rules for Use of Common Areas. The common areas are for the enjoyment of all property owners within the Subdivision. Individual users shall cooperate to police trash and maintain the common areas in a clean, neat, and natural condition in keeping with the spirit and décor of a high caliber residential subdivision. There shall be no overnight camping in the common areas. Management and maintenance shall be as provided herein and in the Articles of Incorporation and By-Laws of the Association.

Section 13. Agricultural Use of Water on Lots. A Lot Owner shall be permitted only to apply water to a single contiguous area with no more than an aggregate of 2,000 square feet of a Lot for agricultural purposes, and then only during the months of May through September, inclusive, and subject to the availability of ample water for the domestic needs of the Subdivision. The Lot Owner shall designate the said area on a sketch to be filed with the Association.

## ARTICLE IX

### General Provisions

Section 1. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of, and restricted solely to, the Developers, the Association and the Owners of Lots within the Properties; and any Owner may grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits subject in the case of the Common Properties to the Rules and Regulations of the Board of Managers, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developers, the Board of County Commissioners of Park County, Colorado, the Association, any Member, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, personal representatives, successors, and assigns until December 31, 2002, unless otherwise expressly limited herein, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by eight percent (80%) of the Class A Members, with the written consent of the Developers if any Class B Membership shall exist at that time (or if by virtue of the creation of Class A membership therefrom they hold 320 or more of the said Class A Memberships) has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded sixty (60) days in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken. Notwithstanding the foregoing, the easements, licenses, rights and privileges established and created with respect to The Common Properties, and the reservations of rights made by the Developers herein shall, unless otherwise provide herein, be perpetual, run with the land and shall survive any destruction, reconstruction and relocation of the physical structures, unless said provision is abrogated by the unanimous written consent of all the Members. Unless specifically prohibited herein, Articles I through III and VI through VIII, other and Section 3 of Article VI, of this Declaration may be amended by an instrument signed by Class A Members holding not less than eighty (80%) percent of the votes of membership at any time until December 21, 2002, and thereafter by an instrument signed by the Class A members holding not less than sixty-six (66%) percent of the votes of the membership. In both cases such amendment shall be with the written consent of the Class B Members. Any amendment must be properly recorded to be effective.

Section 3. Disposition of Assets upon Dissolution of Association. Upon dissolution of the Association as provided in its Articles of Incorporation, its real and personal assets, including the Common Properties, shall be

dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association Properties shall be effective to divest or diminish any right or title of any Member vested in him under the licenses, covenants and easements of this Declaration, or under any subsequently recorded covenants and deed applicable to the Properties, unless made in accordance with the provisions of this Declaration or said covenants and deeds.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Administration. The administration of the Association shall be in accordance with the provisions of the Association By-Laws which have been adopted by the Board of Managers.

Section 6. Severability. Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in nowise affect any of the remaining provisions hereof, and the same shall continue in full force and effect.

Section 7. Obligations of Developers. Notwithstanding anything to the contrary contained in this Declaration, in the Articles Of Incorporation or By-Laws of the Association, or any other instrument or document executed in connection herewith, the Developers, as a Class B Member of the Association, shall have no affirmative duties, liabilities, obligations to pay assessments, or responsibilities of any type or kind whatsoever hereunder, unless and until Developers, if ever, are the owners of platted lots within the Subdivision, at which time Developers shall have only the duties and obligations of a Class A Member as to such lots, and only such duties and obligations as have all other Class A Members, except with respect to the development, installation and extension of the central water system contemplated for the Subdivision and the rights, duties and obligations of the Developers in regard of the said water system are specifically set forth in Article V hereof.

Section 8. Sale of Developers' Interest. In the event of a sale or conveyance of all of the right, title and interest of the Developers, or either of them, in and to the unplatted portions of the property which are the subject hereof, Developers shall be released from further obligation hereunder in respect to the property so conveyed, and the purchasing party shall assume the position of Developers herein and be bound by the Developers' obligations herein contained. The intent of this Section shall in no way be construed as a disclaimer of the Developers' obligations as to lots platted by them, but merely to limit their liability in the event that all or portions of the undeveloped property shall be sold to and developed by others in accordance with the Developers' proposed plan of development.

Signed: Morris Burk, August 30, 1977  
Linda Burnett, Notary Public August 30, 1977  
Harley Hamilton, August 30, 1977  
Linda Burnett, Notary Public August 30, 1977  
Raymond Mitchell, August 25, 1977  
Chestie Mallett, Notary Public August 25, 1977

FIRST SUPPLEMENT  
TO  
THE DECLARATION OF  
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS  
FOR  
REDHILL FOREST

This First Supplement to The Declaration of Covenants, Restrictions, Easements, Charges and Liens for Redhill Forest the "First Supplement" made this 3rd day of June, 1981, by the Redhill Forest Group, a partnership, hereinafter called (the "Developer").

W I T N E S S E T H:

WHEREAS, the Developer did, by written document recorded in Book 269 at Page 100 et seq. of the records of Park County, Colorado establish certain restrictions and covenants relating to Redhill Forest, (the "Covenants") providing, among other things, a mechanism for the installation of a central water system and electrical system within Redhill Forest, and

WHEREAS, the Developer ~~is intending~~ has platted Redhill Forest, Filing No. 4, consisting of 69 lots and

WHEREAS, the Developer has found that with inflation and consistently high interest rates which could not have been anticipated at the time the Covenants were made and recorded, that its original estimate of the cost of construction and installation of the utilities originally is far too low to cover the actual cost thereof, and

WHEREAS, the Developer desires by this instrument to Supplement the Covenants in or to more adequately provide for the installation of the central water system and electric system in Filing No. 4 of Redhill Forest

Now, THEREFOR, the Developer, for itself, its successors and assigns, supplement the Covenants, and declare, insofar as the same affect and relate to Filing No. 4 of Redhill Forest, as hereinafter provided

1. The Developer hereby withdraws the property described in Filing No. 4 of Redhill Forest from the Covenants and resubmits the same thereto except the provisions of Section 3 of Article V thereof, which with respect and relating to Filing No. 4 of Redhill Forest is modified and restated as follows:

Section 3. Central Water System Use and Extension and Utility Service Availability Fees. A utility service availability fee shall be charged to each purchaser of a lot in the Subdivision by the Association in the amount of \$2420.00 to be paid at the option of the purchaser either in installments of \$22.00 per month without interest until paid, or, in cash at the closing of the purchase, the method of payment to be at the option of the lot purchaser. Said contract(s) may be prepaid at any time. The same shall be evidenced by a specifically enforceable written contract as between each purchaser and the Association reflecting that the obligation therefor shall be a lien upon the purchaser's lot until paid in full, junior in priority only to governmental tax liens and assessments of Park County, Colorado. Said lien shall be enforceable in the manner provided herein for enforcement of regular dues and assessments of the Association. The purpose of such contractual arrangement shall be to provide a means for the financing of the payment of costs of necessary extensions of the hereinbefore described central water system to service the Subdivision and the extension of overhead electric service to the Subdivision. No lot owner shall construct any improvement upon a lot within the Subdivision until such time as the contract has been paid in full. All funds collected by the Association shall be placed in an interest bearing trust or escrow account at a financial institution in the State of Colorado, the same to be withdrawn by its Board of Managers, with the written approval of

the board of County Commissioners of Park County, Colorado, or its designated agent, to be used only for the purpose of extending water service to lots as provided in the contracts between the purchasers of lots and the Association within the time(s) agreed to in said contract(s). Monies collected and placed in the trust account shall be earmarked to be used for the purposes intended, and only in the Filing described in the contract; but, upon the completion of and payment for the water system in the applicable Filing, any excess may be utilized by the Association and/or Developers to develop, install and extend the central water systems in other Filings of the Subdivision, and in no event shall the same be rebated to the lot owners. The Developers shall have no obligation to pay utility service availability fees with respect, to platted, unsold lots, but if the funds necessary to provide for central water system and electric service development, installation or extension shall not be available to perform the required work in accordance with the contract between the Association and the lot owner at the time required thereunder because of an insufficient number of sales, then the Developers shall be required to make up any deficiency required to perform the work at any time designated for performance in such contracts by loan to the Association, or if applicable, may exchange lots without additional consideration in a portion of the Subdivision improved with a central water system and electric service with the lot owner, all as shall be more fully provided in the utility service availability contracts between the Association and the lot owner(s) and the Contracts(s) of Purchase and Sale between the Developers and lot owner(s), which said two contracts shall be interdependent. It is to be noted that electric service shall be extended to the Subdivision under contract between the Association and Intermountain Rural Electric Association, the public utility providing electric service in Park County, Colorado and that the same shall not be a direct responsibility of the Developers.

2. In all other respects, the Covenants are hereby confirmed.

3. This Supplement shall not affect any of the applications of the Covenant to Filing 1 through 3, inclusive, of Redhill Forest

THE REDHILL FOREST GROUP  
By Signature of Raymond E.

Mitchell

Raymond E. Mitchell, Partner

STATE OF TEXAS        }  
                                  } ss.  
COUNTY OF Travis    }

The forgoing instrument was acknowledged before me the 3rd day of June, 1981 by Raymond E. Mitchell. a partner of THE REDHILL FOREST GROUP, for and as the act of that partnership.

WITNESS my hand and official seal.  
My Commission Expires March 4, 1985

*Signature (Rayette rest NOT readable)*

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Notary Public



SECOND SUPPLEMENT TO  
THE DECLARATION OF  
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS  
FOR  
REDHILL FOREST

This Second Supplement to The Declaration of Covenants, Restrictions, Easements, Charges and Liens for Redhill Forest (the "Second Supplement") is made this 17<sup>th</sup> day of November, 1982, by The Redhill Forest Group, a partnership (hereinafter called the "Developer").

W I T N E S S E T H:

WHEREAS, The Developer did, by written document recorded in Book 269 at Page 100, et seq., of the records of Park County, Colorado, establish certain restrictions and covenants relating to Redhill Forest, (the "Covenants") providing, among other things, a mechanism for the installation of a central water system and an electrical system within Redhill Forest, and

WHEREAS, The Developer did by written document recorded in Book 327 at Page 381, et seq., of the records of Park County, Colorado, supplement said Covenants as they apply to Redhill Forest, Filing IV, and

WHEREAS, The Developer has platted Redhill Forest, Filing No. V, consisting of 135 lots, and

WHEREAS, The Developer has found that with inflation and consistently high interest rates which could not have been anticipated at the time the Covenants were made and recorded, that its original estimate of the cost of construction and installation of the utilities is far too low to cover the actual cost thereof, and

WHEREAS, The Developer desires by this instrument to Supplement the Covenants to more adequately provide for the installation of the central water system and electric system in Filing No. V of Redhill Forest,

NOW, THEREFORE, The Developer, for itself, its successors and assigns, supplements the Covenants, and declares, insofar as the same affect and relate to Filing No. V of Redhill Forest, the following:

1. The Developer hereby withdraws the property described in Filing No. V of Redhill Forest from the Covenants and resubmits the same thereto except the provisions of Section 3 of Article V thereof, which with respect to and relating to Filing No. V of Redhill Forest is modified and restated as follows:

Section 3. Central Water System Use and Extension and Utility Service Availability Fees. A utility service availability fee shall be charged to each purchaser of a lot in the Subdivision by the Association in the amount of \$3,300.00 to be paid at the option of the purchaser either in installments of \$30.00 per month without interest until paid, or in cash at the closing of the purchase, the method of payment to be at the option of the lot purchaser. Said contract(s) may be prepaid at any time. The same shall be evidenced by a specifically enforceable written contract as between each purchaser and the Association reflecting that the obligation therefor shall be a lien upon the purchaser's lot until paid in full, junior in priority only to governmental tax liens and assessments of Park County, Colorado. Said lien shall be enforceable in the manner provided herein for enforcement of regular dues and assessments of the Association. The purpose of such contractual arrangement shall be to provide a means for the financing of the payment of the costs of necessary extensions of the hereinbefore described central water system to service the Subdivision and the extension of overhead electric service to the Subdivision. No lot owner shall construct any improvement upon a lot within the Subdivision until such time as the contract has been paid in full. All funds collected by the Association shall be placed in an interest bearing trust or escrow account at a financial institution in the State of Colorado, the same to be withdrawn by its Board of Managers, with the written approval of the Board of County Commissioners of Park, County, Colorado, or its designated agent, to be used only for the purpose

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of extending water service to lots as provided in the contracts between the purchasers of lots and the Association within the time(s) agreed to in said contract(s). Monies collected and placed in the trust account shall be earmarked to be used for the purposes intended, and only in the Filing described in the contract; but, upon the completion of and payment for the water system in the applicable Filing, any excess may be utilized by the Association and/or Developers to develop, install and extend the central water systems in other Filings of the Subdivision, and in no event shall the same be rebated to the lot owners. The Developers shall have no obligation to pay utility service availability fees with respect to platted, unsold lots, but if the funds necessary to provide for central water system and electric service development, installation or extension shall not be available to perform the required work in accordance with the contract between the Association and the lot owner at the time required thereunder because of an insufficient number of sales, then the Developers shall be required to make up any deficiency required to perform the work at any time designated for performance in such contracts by loan to the Association, or if applicable, may exchange lots without additional consideration in a portion of the Subdivision improved with a central water system and electric service with the lot owner, all as shall be more fully provided in the utility service availability contracts between the Association and the lot owner(s) and the Contract(s) of Purchase and Sale between the Developers and lot owner(s), which said two contracts shall be interdependent. It is to be noted that electric service shall be extended to the Subdivision under contract between the Association and Intermountain Rural Electric Association, the public utility providing electric service in Park County, Colorado, and that the same shall not be a direct responsibility of the Developers.

2. In all other respects, the Covenants are hereby confirmed.

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3. This Supplement shall not affect any of the applications of the Covenant to Filing No. I through IV, inclusive, of Redhill Forest.

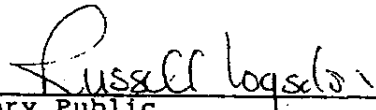
THE REDHILL FOREST GROUP

By:   
MORRIS BURK

STATE OF COLORADO )  
  ) ss.  
CITY AND COUNTY OF DENVER )

On November 17, 1982, before me a Notary Public, in and for the said County and State, personally appeared Morris Burk, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

IN TESTIMONY THEREFOR, I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

  
Notary Public  
910-15th Street, Suite 1000  
Denver, Colorado 80202  
My Comm. Expires March 24, 1986