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Second Amendment to  
Protective Covenants of  
Acorn Creek Ranch Estates

Pursuant to, and in accordance and compliance with, Article X, Section 5, of the First Amendment to Protective Covenants of Acorn Creek Ranch Estates, as recorded in the Office of the Clerk and Recorder of Summit County, Colorado, on October 14, 1981, under Reception #230233 (the "Amendment to Protective Covenants"), the undersigned owners of lots in Acorn Creek Ranch Estates, a subdivision in Summit County, Colorado, according to the Plat as recorded in the Office of the Clerk and Recorder of Summit County, Colorado, on May 30, 1979, under Reception #191730 ("ACRE"), hereby amend the Amendment to Protective Covenants, as follows:

1. Article VIII ("Use of Lots"), Section 1 ("Improvements"), paragraph (a) ("Dwellings and Residences"), subparagraph (1), is hereby deleted in its entirety, and in place thereof, shall be the following:

"No Dwelling-Residence shall be permitted on any Tract, the habitable floor area of which, exclusive of basements, porches and garages, is less than 2,000 square feet."

2. Article VIII ("Use of Lots"), Section 8 ("Recreational Vehicles"), is hereby deleted in its entirety, and in place thereof, shall be the following:

"The use and operation of snow mobiles, dirt bikes, motorcycles, and all-terrain vehicles (ATVs) will be permitted, provided and subject to the condition that such use will not constitute a public nuisance or disturbance to other property owners."

All other provisions of the Amendment to Protective Covenants shall remain intact and unchanged. The undersigned owners of the following lots within ACRE have joined in this Second Amendment to Protective Covenants of Acorn Creek Ranch Estates, and evidence same by their signatures as shown on the pages attached to this Second Amendment to Protective Covenants of Acorn Creek Ranch Estates.

482426  
DORIS L. BRILL

482426

SUMMIT COUNTY RECORDER

NOV DEC 14 P 1:30

ACORN CREEK RANCH ESTATES  
ARCHITECTURAL CONTROL COMMITTEE DEVELOPMENT GUIDELINES

The overall design concept of Acorn Creek Ranch Estates is to maintain the area as " ... a rural residential community with the emphasis on preserving as much of the natural and wild character of the land as possible while at the same time creating an ambiance of sophisticated country living for the property owners."<sup>1</sup> To that end, these guidelines shall be used by the Architectural Control Committee.

1. **Finish Materials:** All structures, roofs, and finish materials will be natural or earth tone colors. Bright colors are not acceptable. Wooden shake shingle roofs are not allowed.

2. **Antennas, Satellite Dishes, Propane Tanks:** These will be located so that they make minimal visual impact from adjacent sites and from the roads. Various methods of screening and burming, and in the case of propane tanks, burial, in order to create camouflage, will be acceptable. No solid white satellite receiver dishes will be allowed; rather they should be dark mesh or painted to minimize visibility.

3. **Out Buildings:** The design of out buildings shall be in concert with the design of the primary residence. Each out building must have specific approval of the Architectural Control Committee and its construction shall be subject to the overall design standards and covenants of Acorn Creek Ranch Estates.

4. **Lighting:** Exterior lighting must be specifically approved by the "Committee". Lighting shall respect the neighbors and the neighborhood. Accent lighting shall be done in such a manner as to be unobtrusive and subtle in nature. Banned outright from Acorn Creek Ranch Estates are: all-night security lighting of any kind, colored, flashing, moving, rotating, scintillating, neon, flickering, blinking, fiber optic, spotlights, mercury and vapor lights. Temporary, decorative lights, such as Christmas lights, are exempt.

5. **Driveways:** The junctures between driveways and the Acorn Creek Roads must be approved by the "Committee". Such junctures will be evaluated by the following criteria: drainage, culvert requirements, traffic flow compatibility, and snow plowing requirements.

6. **Fencing:** Fencing will be wildlife friendly. Fencing will be a maximum of 48" high. The lower, or (#2) wire, is to be spaced 16" or more from the top (#1) wire.

7. **Dogs:** For the protection of both residents and wildlife, contractors are prohibited from allowing dogs on building sites.

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<sup>1</sup>Article I, Purpose and Intention, Protective Covenants of Acorn Creek Ranch Estates.

THE FOLLOWING IS QUOTED DIRECTLY FROM THE COVENANTS OF ACORN CREEK RANCH ESTATES:

ARTICLE VIII  
USE OF LOTS

Section 1. Improvements.

(a) Dwellings and Residences.

(1) No Dwelling-Residence shall be permitted on any Tract, the habitable floor area of which, exclusive of basements, porches and garages, of less than 2000 square feet.

(2) Prior to the construction of any Dwelling-Residence or other structure, the plans and specifications for the same shall first be submitted to and approved by the Architectural Control Committee.

(b) Approval Criteria for Submitted Plans. In passing upon all such plans, specifications and details, the Architectural Control Committee shall take into consideration the suitability of the proposed building or another structures and the materials of which it is to be built to the Lot upon which it is to be erected, the harmony thereof with the surroundings and the effect of the building on other structures, as planned, on the outlook for adjacent or neighboring Lots and its fitness with the general development plan and layout. The Architectural Control Committee agrees to use reasonable judgment in passing upon all such plans and specifications, but the Architectural Control Committee shall not be liable to any person of it's (sic) actions in connection with submitted plans and specifications, unless it be shown that the Architectural Control Committee acted fraudulently, with malice or gross negligence. If the Architectural Control Committee fails to approve or disapprove such plans and specifications in writing within 21 days after the same have been submitted, the approval of the Committee shall be presumed.

(c) Compliance with Submitted Plans. Each building and other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

(d) Building Code. All structures of every sort constructed within ACRE shall conform to the building codes of Summit County in effect at the time of construction.  
(...)

Section 3. Trailers - Temporary Structures.

(a) No trailer, Mobile home, modular or motor home shall be permitted in ACRE to be used at any time for private habitation except as provided in sub-paragraph (b) hereof.

(b) During the construction period of any Residence - Dwelling, however, temporary permission may be obtained from the Architectural Control Committee to allow temporary habitation in a trailer, mobile home or camper during the construction period; but in any event not to exceed four months.

ACORN CREEK RANCH ESTATES  
APPLICATION FOR ARCHITECTURAL APPROVAL

DATE SUBMITTED: \_\_\_\_\_

Date: \_\_\_\_\_

Tract Number: \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: W: \_\_\_\_\_ H: \_\_\_\_\_

Architect: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: W: \_\_\_\_\_ H: \_\_\_\_\_

Builder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: W: \_\_\_\_\_ H: \_\_\_\_\_

Groundbreaking Date: \_\_\_\_\_

Anticipated Finish Date: \_\_\_\_\_

Please supply the following information:

1. Site Plan:
  - location of structure
  - location of septic tanks
  - location of leach fields
  - location of corrals
  - set backs, topography, major trees and stands
  - grading and drainage, contour lines with flow direction  
arrows
  - easement, retaining walls, and design of same
  - driveways and parking lots
  - utilities (location, routes, vents, etc.)
  - out buildings: dotted lines if future location
2. Grading and Septic System
3. Utilities Plan:
  - Propane tank?
  - Camouflage Method?
  - Placement:
4. Building Drawings:
  - type of construction
  - dimensions of rooms

exterior walls  
mechanical, electrical, plumbing  
elevations  
decks, porches, patios  
outbuildings (prior to construction)

5. Square footage:  
Main floor \_\_\_\_\_  
Upper floor(s) \_\_\_\_\_  
Lower Floor: \_\_\_\_\_  
Garage: \_\_\_\_\_  
Total: \_\_\_\_\_  
Outbuilding: \_\_\_\_\_

6. Amenity Design  
Fences  
Retaining Walls  
Landscape  
Other

7. Finish materials:  
Roof color  
Siding color  
Outbuilding colors

\_\_\_\_\_ Date: \_\_\_\_\_  
Owner

\_\_\_\_\_ Date: \_\_\_\_\_  
Architect

\_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

PLEASE NOTE: ARCHITECTURAL COMMITTEE APPROVAL MUST BE GIVEN TO YOUR PLANS PRIOR TO THE BEGINNING OF ACTUAL CONSTRUCTION.

ARCHITECTURAL COMMITTEE APPROVAL

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

39.00

CERTIFICATE OF  
AMENDMENT TO  
PROTECTIVE COVENANTS  
OF ACORN CREEK  
RANCH ESTATES

ARLYS H. WARD

OCT 14 1 17 PM '81

SUMMIT COUNTY  
CLERK AND RECORDER

230233

The undersigned, being duly sworn upon oath, state as follows:

1. They are the record owners of the separate tracts of real property located in the Acorn Creek Ranch Estates Subdivision, Summit County, Colorado, according to the plat thereof, recorded on May 30, 1979, in the Summit County Clerk and Recorder's Office under Reception No. 191730.

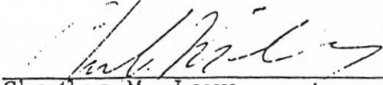
2. The tracts of real property in the Acorn Creek Ranch Estates Subdivision are currently subject to the provisions of the Protective Covenants of Acorn Creek Ranch Estates, recorded on May 30, 1979, under Reception No. 191731, in the Office of the Clerk and Recorder for Summit County, Colorado.

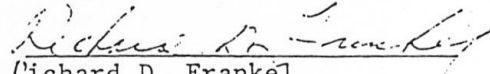
3. Article VI, E, the Protective Covenants can be amended, changed, modified or repealed at any time by the written consent of the owners of ten (10) of the fourteen (14) tracts located in the Subdivision.

4. The undersigned hereby certify the document attached hereto and described as "FIRST AMENDMENT TO PROTECTIVE COVENANTS OF ACORN CREEK RANCH ESTATES" and incorporated herein by reference, has been duly executed and approved by the record owners of ten (10) of the fourteen (14) tracts in Acorn Creek Ranch Estates. The persons who have executed identical copies of the attached document, the tract owned and date of execution are as follows:

<u>Tract No.</u>	<u>Record Owner</u>	<u>Date of Execution</u>
10	Joseph S. Miller Robert G. Miller Patricia A. Miller	September 29, 1981 September 29, 1981 September 29, 1981
4	Richard D. Frankel Patricia M. Frankel	June 8, 1981 June 8, 1981
13	Steven G. Nelson Jane A. Nelson	June 10, 1981 July 1, 1981
11	Gene Shofner	September 2, 1981
8	William D. Hanisch James E. Pavisha	September 29, 1981 September 29, 1981
7	Timothy J. Casey Patricia A. Casey D. DeWayne Casey Laura Casey	September 16, 1981 September 16, 1981 September 24, 1981 September 24, 1981
3	Max E. Huffman Suanne Huffman Leah Nelson, Trustee	June 10, 1981 June 10, 1981 June 10, 1981
5	Charles M. Levy	September 29, 1981
12	Craig C. Nelson	September 29, 1981
14	Stan Miller, Inc. Joseph F. Miller, Pres.	September 29, 1981

5. Pursuant to Article XI, Section 1 (6) of the attached Amendment, the undersigned certify that the further consent of any lienholder, mortgage or other person is not necessary to make the Amendment fully effective.

  
\_\_\_\_\_  
Charles M. Levy

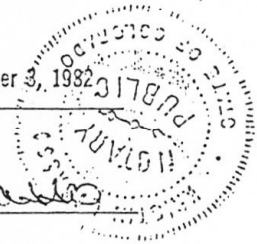
  
\_\_\_\_\_  
Richard D. Frankel

The foregoing certificate of Amendment as acknowledged before me this 8th day of October, 1981, by Charles M. Levy, the record owner of Tract 5, Acorn Creek Ranch Estates, and by Richard D. Frankel the record owner of Tract 4, Acorn Creek Ranch Estates.

Witness my hand and official seal

My commission expires: My Commission expires November 3, 1982

  
\_\_\_\_\_  
Notary Public



FIRST AMENDMENT TO  
PROTECTIVE COVENANTS OF  
ACORN CREEK RANCH ESTATES

Pursuant to Article VI, E of the Protective Covenants of Acorn Creek Ranch Estates, recorded in the office of the Clerk and Recorder of Summit County, Colorado on May 30, 1979, under the Reception No. 191731, the undersigned Owners and Mortgagees of Tracts in Acorn Creek Ranch Estates, Summit County, Colorado, according to the plat thereof, recorded on May 30, 1979 in the Summit County Clerk and Recorder's Office under Reception No. 191730, hereby consents to the following changes, amendments and additions to the Protective Covenants of Acorn Creek Ranch Estates:

The Protective Covenants of Acorn Creek Ranch Estates, recorded on May 30, 1979 under Reception No. 191731 in Summit County Clerk and Recorder's office are hereby amended by deleting all of Articles II, III, IV, V and VI thereof and by adding the following:

ARTICLE II  
DEFINITIONS

Section 1. "Association" shall mean and refer to the Acorn Creek Ranch Estates Property Owner's Association ("Association"), a Colorado non-profit corporation.

Section 2. "Declaration" shall mean and refer to Protective Covenants of Acorn Creek Ranch Estates, as recorded on May 30, 1979, under Reception No. 191731, in the office of the Clerk and Recorder for Summit County, Colorado, and this Amendment of Protective Covenants.

Section 3. "Covenants" shall mean and refer collectively to the Declaration and the terms of this Amendment of Protective Covenants of Acorn Creek Ranch Estates.

Section 4. "ACRE" shall mean and refer to the real property heretofore described, located in Summit County, Colorado, shown as Tracts numbered 1 through 14, each consisting of approximately forty (40) acres, known as the "Acorn Creek Ranch Estates" subdivision, according to the recorded plat thereof, and further described in Exhibit "A", attached to the Declaration, and any additions thereto as may hereafter be made subject to these Covenants.

Section 5. "Map" shall refer to the recorded plat of ACRE, recorded on May 30, 1979 under Reception No. 191730 in the Summit County Clerk and Recorder's office, a copy of which is described as Exhibit "A" to the Declaration.

Section 6. "Tract" shall mean and refer to the separate parcels of real property shown as Tracts 1 through 14 on the Map.



Section 7. "Lot" shall mean and refer to any parcel of land located within ACRE which may be used for the location of a residential dwelling and which constitutes a separate fee simple estate in real property, whenever created in accordance with applicable laws and zoning regulations and as authorized by these Covenants. For the purpose of these Covenants, whenever a Tract is subdivided into two (2) or more Lots, each Lot shall be deemed a separate estate on the date a plat thereof is recorded in the manner provided by law.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of ACRE, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Access Easement" shall mean and refer to the easement for a private access road to Tracts within ACRE owned in common by Owners, as shown on the Map (Exhibit "A") and more particularly described therein.

Section 10. "Utility Easements" shall mean and refer to the 20 foot-wide strip of land along the boundary line of each Tract and along the Access Easement which is reserved for and dedicated to the use and benefit of all Owners in ACRE, as common easements and rights-of-way for providing gas, electric, telephone, cable, water, sewer and other utility services to Lots within ACRE. It shall also refer to any additional easements and rights-of-way acquired by the Association or dedicated to and accepted by the Association, for the common use of all Owners in ACRE.

Section 11. "Articles" shall mean and refer to the Articles of Incorporation of the ACRE Property Owner's Association and amendments thereto.

Section 12. "By-Laws" shall mean and refer to the By-Laws of the ACRE Property Owner's Association and amendments thereto.

Section 13. "Mortgage" (Mortgagee - Mortgagor) as used herein shall refer to such security device(s) (or parties thereto) as shall be used to secure any lien on any Lot and shall include the Trust Deed, the form of mortgage deed used in Colorado, by which a borrower conveys title to his property to a Public Trustee who holds the title for the protection of the lender as security for the repayment of the loan described in the instrument.

Section 14. "Building" shall mean and refer to a structure containing supporting walls, columns, pillars, and a roof for the shelter of persons, animals or property.

Section 15. "Dwelling or Residence" shall mean and refer to any combination of rooms within a building arranged to provide necessary eating, living, sleeping and sanitary needs for human beings.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS  
IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot in ACRE shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. Except as hereinafter provided, a member shall be entitled to one vote for each Lot owned which is subject to assessment. When more than one person holds an interest in a Lot, the vote for such Lot shall be exercised as they amongst themselves shall determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV  
RIGHTS AND OBLIGATIONS  
OF THE ASSOCIATION

Section 1. General Purposes. The Association, for the purpose of promoting and developing the common good and welfare of Owners in ACRE, subject to the terms of these Covenants, may undertake, but shall not be limited by, any of the hereinafter enumerated activities, functions or services desired by Owners within ACRE and shall have the authority to enforce and carry out these purposes by assessments and other action in the manner herein provided.

Section 2. Specific Authority.

(a) The Association is specifically authorized to construct, improve, maintain, reconstruct and repair the common Access Easement in ACRE as described herein. In addition, the Association may purchase, acquire and accept the conveyance of additional easements and rights-of-way in ACRE for the purpose of constructing or maintaining such additional roads as may be deemed necessary to service Owners in ACRE. Nothing herein provided, however, shall be deemed to obligate the Association to operate, maintain, improve or service the Access Easement or to acquire or accept the dedication of any additional easements within ACRE.

(b) The Association is authorized to obtain, provide and maintain common utility services, including but not limited to, garbage collection, electricity, gas, water, sewer, telephone and cable to service Lots in ACRE. In connection therewith, the Association is authorized to enter into necessary contracts and agreements with public and private entities, to install and provide such utility systems and services within ACRE.

(c) The Association is authorized to obtain and pay for the services of any person or entity to manage its affairs and to further obtain and pay for any legal, accounting, insurance and engineering services necessary or desirable in connection with and for the purpose of carrying out the functions herein authorized under these Covenants.

ARTICLE V  
COVENANT FOR ASSESSMENTS

Section 1. Agreements to Pay Assessments. The owner of each Lot in ACRE, hereby covenants, and each Owner of any lot by the acceptance of a deed therefore whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association, for the purposes provided in these Covenants, any general assessments and assessments for capital improvements.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purposes of promoting the common welfare of Owners in ACRE and in particular for the purpose of enforcing the provisions of these Covenants and to provide a fair and equitable means of establishing, maintaining, and providing common utilities and services for the benefit of Owners of Lots in ACRE.

Section 3. General Assessment for Common Expenses. Owners shall be obligated to pay the General Assessment imposed by the Association to meet expenses attributable to the general management and operation of the Association, such as legal, management and accounting fees and further including routine expenses for the maintenance and repair of the common Access Easement. The manner in which the General Assessment shall be fixed, established and collected from time-to-time shall be as set forth in the Articles and By-Laws and amendments thereto.

Section 4. Assessment for Capital Improvements. In addition to the General Assessment authorized by Section 3 hereof, the Association may levy assessments for the purposes of defraying the costs of constructing, reconstructing or replacing capital improvements in ACRE; including, without limitation, major improvements to the Access Easement and the cost of constructing common facilities and improvements, in order to provide common utility services such as gas, water, sewer, electricity, telephone and cable to Lots in ACRE. For the purposes hereof, assessments for capital improvements shall include major expenses necessary for the improvement of the Access Easement, such as culverts and surfacing, and also the cost of locating and installing utility lines, pipes, conduits and cable facilities to Lot boundaries for the purpose of making utilities available to Lots. Provided, however, assessments for capital improvements shall require the consent of 2/3rds of the Owners voting in person or by proxy at a meeting called for this purpose, according to the procedures set forth in Section 6 hereof.

Section 5. Rate of Assessment. All assessments levied by the Association for common expenses incident to the administration of

the Association including and for routine maintenance of the Access Easement, and all assessments shall be fixed at a uniform rate for all Lots in ACRE, regardless of location, improvement or actual use. Whenever the Board, in its discretion, elects to provide special services to Lots, it may assess Lots at different rates in proportion to the benefit realized. All assessments levied by the Association shall be fixed and collected in the manner described by these Covenants and as described in the Articles and By-Laws.

Section 6. Procedure For Approval of Assessment For Capital Improvements.

A meeting to consider any action under Section 4, shall be called upon a majority vote of the Board or written request of 5 Owners. The meeting shall be scheduled not less than 45 days nor more than 60 days after called.

At any meeting called to consider the adoption of an Assessment for Capital Improvements, the presence of at least 50% of the Owners, in person or by proxy, shall be required for a quorum. If a quorum is present, a two-thirds (2/3rds) vote shall be required to approve any assessment for Capital Improvements.

ARTICLE VI  
ASSOCIATION REMEDIES  
FOR NONPAYMENT OF ASSESSMENTS

Section 1. Lien for Assessments.

(a) All sums assessed to any Lot pursuant to Article V, together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except only for valid tax and special assessment liens on the Lot in favor of any governmental assessing authority or a lien for all sums unpaid on any first Mortgage.

(b) To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such notice shall be signed by any person designated by the Association and may be recorded in the Office of the County Clerk and Recorder of Summit County, Colorado.

(c) No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which Mortgages on real property may be foreclosed in Colorado. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien,

all reasonable attorney's fees, interest and any assessment against the Lot which shall become due during the period of foreclosure. All such costs and expenses shall be secured by the lien being foreclosed.

(d) A release of notice of lien shall be executed by the Association and recorded in the Summit County, Colorado, real estate records, upon payment of all sums secured by the lien which has been made the subject of a recorded notice of lien.

(e) Any encumbrancer holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Section 1, and, upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

(f) The Association may report to any encumbrancer of a Lot any unpaid assessment remaining unpaid for longer than ninety (90) days after the same shall have become due, provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 2. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall be delinquent and shall bear interest from the due date at the rate of 1½% per month until paid. The Association may suspend the voting rights of, and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein for non-use or abandonment of his Lot. A suit to recover a money judgment for unpaid expenses, including costs and reasonable attorneys fees, hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 3. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage, including extensions and assignments thereof, recorded prior to the recording of a lien by the Association. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a first Mortgage foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners, excluding the acquirer, his successor and assigns. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. A first Mortgage shall be one which has first and paramount authority under applicable law.

Section 4. Statement of Account. Upon payment of a reasonable fee and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Lot, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Lot, the amount of the current monthly assessment and the date that such assessments become due, and all credits for advanced payments or prepaid items. Such

statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

Section 5. Personal Liability of Purchaser for Assessment. Subject to the provisions of Section 4 above, a purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid assessments against the Lot up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

ARTICLE VII  
ARCHITECTURAL CONTROL

For the purpose of insuring the development of ACRE as a high-class residential community, the Board of Directors of the Association, or a committee established by the Board composed of three or more Owners is hereby authorized to act as an Architectural Control Committee ("Committee") to exercise the powers and functions herein described. The powers and authority to be exercised by the Architectural Control Committee shall be in conformance with written procedures and standards to be adopted by the Association in the manner set forth in the Articles and By-Laws.

ARTICLE VIII  
USE OF LOTS

Section 1. Improvements.

(a) Dwellings and Residences.

(1) No Dwelling-Residence shall be permitted on any Tract, the habitable floor area of which, exclusive of basements, porches and garages, is less than 1500 square feet.

(2) Prior to the construction of any Dwelling-Residence or other structure, the plans and specifications for the same shall first be submitted to and approved by the Architectural Control Committee.

(b) Approval Criteria for Submitted Plans. In passing upon all such plans, specifications and details, the Architectural Control Committee shall take into consideration the suitability of the proposed building or other structures and the materials of which it is to be built to the Lot upon which it is to be erected, the harmony thereof with the surroundings and the effect of the building on other structures, as planned, on the outlook for adjacent or neighboring Lots and its fitness with the general development plan and layout. The Architectural Control Committee agrees to use reasonable judgment in passing upon all such plans and specifications, but the Architectural Control Committee shall not be liable to any person for its actions in connection with submitted plans and specifications, unless it be shown that the Architectural Control Committee acted fraudulently, with malice or gross negligence. If the Architectural Control Committee fails to approve or disapprove such plans and specifications in writing within 21 days after the same have been submitted, the approval of the Committee shall be presumed.

(c) Compliance with Submitted Plans. Each building and other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

(d) Building Code. All structures of every sort constructed within ACRE shall conform to the building codes of Summit County in effect at the time of construction.

Section 2. Fences. Fences shall be not more than seven feet in height and preferably shall be constructed of wire or wood.

Section 3. Trailers - Temporary Structures.

(a) No trailer, mobile home, modular or motor home shall be permitted in ACRE to be used at any time for private habitation except as provided in sub-paragraph (b) hereof.

(b) During the construction period of any Residence - Dwelling, however, temporary permission may be obtained from the Architectural Control Committee to allow temporary habitation in a trailer, mobile home or camper during the construction period; but in any event not to exceed four months.

Section 4. Animals.

(a) Livestock and Horses. Subject to Section 5 of this Article, Livestock and horses shall be permitted in ACRE subject to the condition that the owner must fence in all animals on his own Tract.

(b) Dogs. Dogs must be fenced in within reasonable proximity of Owner's dwelling. Dogs are not permitted to run at large.

Section 5. Commercial Uses.

(a) No commercial business shall be permitted in ACRE except those businesses generally relating to agriculture and ranching, and a further exception will be permitted for a business office situated in the Owner's residence.

(b) No commercial lumbering shall be allowed on ACRE and no clearing of any area in excess of 10,000 square feet will be permitted except for the construction of a permanent improvement duly approved by the Architectural Control Committee.

(c) Notwithstanding anything in the foregoing to the contrary, and whether or not otherwise permitted under applicable zoning laws and regulations, no Lot in ACRE shall be used for the following purposes:

(1) No oil drilling, mining, quarrying, placering or mineral operations or exploration shall be permitted.

(2) No Lot may be used for the storage of vehicles, materials and equipment except for materials and equipment used for farming or ranching operations on the Lot.

(3) No wrecked, junked or abandoned vehicles shall be stored on any Lot.

(4) No Lot shall be used for the operation of a commercial feedlot, animal hospital, clinic or kennel.

(5) No Lot shall be used for a dude ranch, resort or other activity offering lodging facilities to the public. However, Lots may be leased in toto by Owners.

(6) No Lot may be used for the location or operation of a church, school, camp or similar activity whether or not operated for commercial or non-commercial purposes.

Section 6. Nuisances. No noxious, destructive, or offensive activity shall be carried on on any Lot which may be or may become an annoyance or nuisance to any other Owner.

Section 7. Hunting - Firearms. No hunting or discharge of firearms will be permitted in ACRE.

Section 8. Recreational Vehicles. The use and operation of snow mobiles, dirt bikes and motorcycles will be permitted provided and subject to the condition that such use will not constitute a public nuisance or disturbance to other property owners.

Section 9. Compliance With Statutes. Nothing shall be done or kept in any Lot, or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any government body.

#### ARTICLE IX EASEMENTS

Section 1. Access and Utility Easements. It is expressly agreed and acknowledged that the common Access Easement and Utility Easements herein described shall be used subject to the following:

(a) The Access Easement is dedicated and reserved for the common use and benefit of Owners of Lots to provide access to the Tracts in the ACRE. The Access Easement is not a public road dedicated to the use of the public and it's use is restricted to Owners, their guests, contractors and licensees.

(b) The Utility Easements herein described are reserved for



the common use and benefit of all Owners in the ACRE for the purpose of providing utility services to each Tract. The Owners hereby authorize the Association to grant, dedicate and convey all or any portion of such common Utility Easements to any public or private entity for the purpose of obtaining utility services to Tracts in ACRE.

(c) No dwelling, fence or other structure shall be erected upon any part of the Access or utility Easements which will obstruct, damage or interfere with the installation or maintenance of utilities or access to any Lot. However, the Association or the Architectural Committee shall be authorized to approve an easement for any encroachment due to the unwillful placement, settling, or shifting of an improvement thereon, provided such encroachment does not restrict or prevent maintenance or use of such Easement.

(d) The Association shall have the right to dedicate or transfer all or part of the Access Easement to any public agency, provided such dedication is first approved by a vote of at least two-thirds of the Owners in accordance with the same procedures set forth in Sections 4 & 6 of Article V for approval of assessments for Capital Improvements.

#### ARTICLE X GENERAL PROVISIONS

Section 1. Compliance and Enforcement. Each Owner shall comply with the provisions of the Covenants. The failure to comply with any of the same shall be grounds for an action at law to recover sums due and for damages or injunctive relief, or both, maintainable by the Association on behalf of the Owners, or in proper case, by an aggrieved Owner. In addition to any damages or other relief afforded, the Association or aggrieved Owner shall be entitled to recover his costs of suit, including all reasonable attorneys fees incurred thereby.

The failure of the Association or of any Owner to enforce any provision contained in the Covenants shall in no event be deemed a waiver of the right to do so thereafter and each Owner hereby waives any statute of limitation or rule of Court to the contrary.

Section 2. Severability. Invalidation of any one of the provisions of the Covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 3. Duration - Effect. The provisions of the Covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association and the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the effective date hereof as provided, after which time said provisions of the Covenants shall be automatically extended for successive periods of ten (10) years each.

Section 4. Owner and Association Registered Addresses. The Owner(s) of each Lot shall have one and the same mailing address to be used by the Association for the mailing of statements, notices, demands

and all other communications. Such mailing address shall be the only mailing address to be used by the Association.

The registered address of a Lot and any change thereof shall be furnished to the Secretary of the Association in writing and shall be signed by all the Owners of a Lot.

Section 5. Amendments.

(a) These Covenants may be amended by the written consent of 66% of the Owners of all Lots in the ACRE, voting in person or by proxy in accordance with the procedures set forth in the By-Laws.

(b) No amendment shall become effective until a proper instrument in writing shall be executed and recorded in the office of the Clerk and Recorder of Summit County, Colorado.

ARTICLE XI  
ADOPTION, AMENDMENT OF  
PROTECTIVE COVENANTS

Section 1. Manner of Adoption. This First Amendment to the Protective Covenants of Acorn Creek Ranch Estates, shall take effect and be in full force and effect upon adoption in the following manner:

(a) Upon the separate execution of this Amendment by the record Owners of ten (10) Tracts in ACRE by September 30, 1981. Unless this Amendment has been adopted by 10 Owners by such date, this Amendment shall be null and void.

(b) The execution of this Amendment by any lienholder, mortgagee or any other person whose consent is deemed necessary in order to make this Amendment fully effective.

(c) Upon execution of this Amendment as provided in Sections 1(a) and (b); this Amendment shall become effective upon recordation in the office of the Clerk and Recorder of Summit County, Colorado, of a certificate, executed by two (2) Owners, setting forth this Amendment in full and certifying that the Amendment has been properly executed and approved as herein provide

(d) Upon adoption of this Amendment, the terms and conditions hereof shall constitute covenants to run with all the real property in ACRE, as provided by law, and shall be binding on all parties and all persons claiming under them.

THE UNDERSIGNED, being duly sworn, deposes and says that I/We are the record Owner(s) of Tract , Acorn Creek Ranch Estates Subdivision, according to the recorded plat thereof, Summit County, Colorado, and hereby consents to the foregoing instrument on the date hereafter set forth.

191731

SUMMIT COUNTY  
CLERK AND RECORDER

PROTECTIVE COVENANTS

OF

MAY 30 3 59 PM '79

ARLYS H. WARD

ACORN CREEK RANCH ESTATES

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the undersigned Melvin I. Long and Frances M. Long (hereinafter called "Owner") are the owners of the following described property located in the County of Summit, State of Colorado, to-wit:

W $\frac{1}{2}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 34 and  
W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 27, Township  
3 South, Range 78 West of the 6th P.M.

WHEREAS, the Owner desires to place certain restrictions on the above-described real property for the use and benefit of the Owner and their grantees.

NOW, THEREFORE, the Owner does hereby publish and declare the above-described real property to be subject to the following restrictions and conditions to run with the land for the term of years hereinafter set forth.

ARTICLE I

PURPOSE AND INTENTION

It is understood that the Owner is in the process of selling the above property by dividing the premises into 14 separate tracts of approximately 40 acres each, known as Acorn Creek Ranch Estates, (hereinafter called "ACRE"), all as more particularly shown on Exhibit "A" attached hereto and incorporated herein by this reference. These covenants are primarily for the benefit of the future owners of the 14 tracts of ACRE.

It is the intention of the Owner to create a rural residential community with the emphasis on preserving as much of the natural and wild character of the land as possible while at the same time creating an ambiance of sophisticated country living for the property owners. To this end the covenants will be applied.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

There is hereby created an Architectural Control Committee consisting of the owners of each of the 14 tracts of ACRE. This Committee shall have the right to designate three of their members to act as their agent and, in fact, constitute the Architectural Control Committee.

ARTICLE III

IMPROVEMENTS

A. Dwellings and Residences

1. No dwelling-residence shall be permitted on any tract, the habitable floor area of which, exclusive of basements, porches and garages, is less than 1500 square feet.

2. Prior to construction of any dwelling-residence, the plans and specifications for the same shall first be submitted to the Architectural Control Committee and approved by such Committee.

B. Out-Buildings

1. Prior to construction of any out-building, the plans and specifications for such shall first be submitted to the Architectural Control Committee and approved by such Committee. By out-building, it is meant any structure that is not occupied as a permanent residence dwelling and also includes, without limitation, detached garages and barns.

C. General

1. The construction of all improvements shall be in complete conformity with all Summit County building codes as adopted and in effect from time to time and shall also be in complete conformity with the latest edition of the Uniform Building Code.

2. Fences shall be not more than seven feet in height and preferably shall be constructed of wire or wood.

3. No trailer, mobile home, modular or motor home shall be permitted in ACRE, nor shall any of the above be used at any time for private habitation except as provided in paragraph 4. following.

4. During the construction period of any residence dwelling, however, temporary permission may be obtained from the Architectural Control Committee to allow temporary habitation in a trailer, mobile home or camper during the construction period; but in any event not to exceed four months.

ARTICLE IV

ANIMALS

A. Livestock and Horses

Livestock and horses shall be permitted in ACRE subject to the condition that the owner must fence in all animals on his own tract.

B. Dogs

Dogs must be fenced in within reasonable proximity of owner's dwelling. Dogs are not permitted to run at large.

ARTICLE V

EASEMENTS - ROADS

The property owners have an easement over the main access road to their respective tracts and it is understood that such main access road is not a public road dedicated to the use of the public. The maintenance, up-keep and repair of said road as well as snow removal on the same shall be the responsibility of all of the owners in such percentage and proportion as is determined by a majority of the property owners of ACRE.

ARTICLE VI

GENERAL

A. No commercial business shall be permitted in ACRE except those businesses generally relating to agriculture and ranching, and a further exception will be permitted for a business office situated in the Owner's residence.

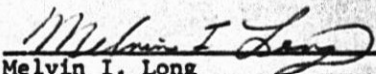
B. No commercial lumbering shall be allowed on ACRE and no clearing of any area in excess of 10,000 square feet will be permitted except for the construction of a permanent improvement duly approved by the Architectural Control Committee.

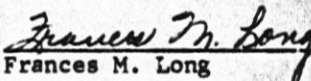
C. No hunting or discharge of firearms will be permitted in ACRE.

D. The use and operation of snow mobiles, dirt bikes and motorcycles will be permitted provided and subject to the condition that such use will not constitute a public nuisance or disturbance to other property owners.

E. These covenants shall be in effect for a period of ten years and can be modified, amended, changed or repealed at any time by the written consent of ten of the owners of the 14 tracts.

IN WITNESS WHEREOF, Melvin I. Long and Frances M. Long have caused their names to be hereto subscribed this 29th day of May, 1979.

  
Melvin I. Long

  
Frances M. Long

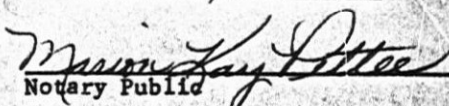
STATE OF COLORADO )  
  ) ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 29th day of May, 1979, by Melvin I. Long and Frances M. Long.

WITNESS my hand and official seal.

My commission expires Oct. 27, 1982.



  
Notary Public

BY LAWS

OF

THE ACORN CREEK RANCH ESTATES PROPERTY OWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is THE ACORN CREEK RANCH ESTATES PROPERTY OWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 619 Main Street, Drawer E, Frisco, Colorado 80443, but meetings of members and directors may be held at such places within Summit County, Colorado as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

1. "Association" shall mean and refer to the Acorn Creek Ranch Estates Property Owner's Association ("Association"), a Colorado non-profit corporation.
2. "Covenants, as amended" shall mean and refer to Protective Covenants of Acorn Creek Ranch Estates, as recorded on May 27, 1979, under Reception No. 191731, in the office of the Clerk and Recorder for Summit County, Colorado, and the First Amendment to Protective Covenants of Acorn Creek Ranch Estates as recorded on October 14, 1981 under Reception No. 230233 in the office of the Clerk and Recorder for Summit County, Colorado.
3. "ACRE" shall mean and refer to the real property heretofore described, located in Summit County, Colorado, shown as Tracts numbered 1 through 14, each consisting of approximately forty (40) acres, known as the "Acorn Creek Ranch Estates" subdivision, according to the recorded plat thereof, and further described in Exhibit "A", attached to the Covenants, as amended, and any additions thereto as may hereafter be made subject to these Covenants.
4. "Map" shall refer to the recorded plat of ACRE, recorded on May 30, 1979 under Reception No. 191730 in the Summit County Clerk and Recorder's office, a copy of which is described as Exhibit "A" to the Protective Covenants.
5. "Tract" shall mean and refer to the separate parcels of real property shown as Tract 1 through 14 on the Map.
6. "Lot" shall mean and refer to any parcel of land located within ACRE which may be used for the location of a residential dwelling and which constitutes a separate fee simple estate in real property whenever created in accordance with applicable laws and zoning regulations and as authorized by the Covenants, as amended. For the purpose of the Covenants, as amended and these By Laws, whenever a Tract is subdivided into two (2) or more Lots, each Lot shall be deemed a separate estate on the date a plat thereof is recorded in the manner provided by law.

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

8. "Access Easement" shall mean and refer to the easement for a private access road to Tracts within ACRE owned in common by Owners, as shown on the Map (Exhibit "A") and more particularly described therein, sometimes called Common Area.

9. "Utility Easements" shall mean and refer to the 20 foot-wide strip of land along the boundary line of each Tract and along the Access Easement which is reserved for and dedicated to the use and benefit of all Owners in ACRE, as common easements and rights-of-way for providing gas, electric, telephone, cable, water, sewer and other utility services to Lots within ACRE. It shall also refer to any additional easements and rights-of-way acquired by the Association or dedicated to and accepted by the Association, for the common use of all Owners in ACRE.

10. "Articles" shall mean and refer to the Articles of Incorporation of the ACRE Property Owner's Association and amendments thereto.

11. "By-Laws" shall mean and refer to these By Laws of the ACRE Property Owner's Association and amendments thereto.

12. "Mortgage" (Mortgagee - Mortgagor) as used herein shall refer to such security device(s) (or parties thereto) as shall be used to secure any lien on any Lot and shall include the Trust Deed, the form of mortgage deed used in Colorado, by which a borrower conveys title to his property to a Public Trustee who holds the title for the protection of the lender as security for the repayment of the loan described in the instrument.

13. "Building" shall mean and refer to any structure containing supporting walls, columns, pillars, and a roof for the shelter of persons, animals or property.

14. "Dwelling or Residence" shall mean and refer to any combination of rooms within a building arranged to provide necessary eating, living, sleeping and sanitary needs for human beings.

15. "Member" shall mean and refer to owner, as defined above.

## ARTICLE III

### MEETINGS OF MEMBERS

1. Annual Meetings: The first annual meeting shall be held July 24, 1983, and each subsequent annual meeting shall be held in the month of July of each year thereafter. All meetings shall be held in Summit County, Colorado.

2. Special Meetings: Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

3. Notice of Meetings: Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purposes of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4. Quorum: The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Covenant, as amended, or these By Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

5. Proxies: At all meetings of Members, each Member may vote in person or by proxy provided to another member. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Tract or Lot.

6. Mortgagees: All first mortgagees of Tracts or Lots shall have the right to designate a representative to attend all meetings of the Members of the Association, but they shall have no vote at such meetings.

## ARTICLE IV

### BOARD OF DIRECTORS - SELECTION - TERM OF OFFICE

1. Number: The affairs of this Association shall be managed by a board of three (3) directors, who shall be Members of the Association.

2. Term of Office: The initial terms of office of the initial Board of Directors shall be one, two and three years each. At each annual meeting Members shall elect one new Director to replace the Director whose term is expiring at such election, for terms of three (3) years. There is no limit on the number of terms a Director may serve.



3. Removal: Any director may be removed from the Board, with or without cause, by a majority vote of the membership of the Association. In the event of death, resignation or removal of a director, his successor(s) shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

4. Compensation: No director shall receive compensation for the service he may render to the Association as a Director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties. Director(s) may be compensated for services performed which are not the duties of Directors.

5. Action Taken Without a Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors. In addition, the directors may participate in a meeting by means of a conference telephone and such participation shall constitute presence in person at such meeting.

#### ARTICLE V

##### MEETINGS OF DIRECTORS

1. Regular Meetings: Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

2. Special Meetings: Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

3. Quorum: A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VI

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers: The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Access Easement and the personal conduct of the Members and their guests thereon, and to establish penalties (including fines), for the infraction thereof;

(b) suspend the voting rights and the right to use facilities, including the Access Easement, of a Member(s) during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended for infraction of published rules and regulations; 2

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By Laws, the Articles of Incorporation or the Covenants, as amended.

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, agent(s) or such other employees as they deem necessary, and to prescribe their duties.

2. Duties: It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Covenants, as amended, to:

(1) fix the amount of the annual assessment against each Vacant Lot and Dwelling Unit at least thirty (30) days in advance of each annual assessment period;

(2) foreclose the lien against any Lot for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain insurance in such amounts and in such types as the Board deems desirable, which insurance may include 1) hazard insurance for the Access Easement, 2) liability insurance, and 3) fidelity insurance with respect to officers, directors, agents, contractors and employees of the Association;

(f) cause the Access Easement to be repaired, maintained; and

(g) notify in writing the first mortgagee of any Lot or Dwelling Unit, upon request, when the Owner thereof is in default in the payment of any assessment or otherwise in default of any obligation under the Covenants, as amended, Articles of Incorporation or these By Laws and the Board has actual knowledge of such default, and said default has not be cured within sixty (60) days after the Board has actual knowledge thereof, provided that said mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

1. Enumeration of Officers: The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

3. Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. Multiple Offices: The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

### President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

### Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

### Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

### Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, if directed by the Board of Directors; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## ARTICLE VIII

### COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, subject to the provisions of the Covenants, as amended. The Architectural Control Committee shall establish written procedures and standards within one (1) year from the date hereof regarding the construction of all buildings and/or dwellings to be built within the ACRE property.

The powers shall include the right to review, and to approve or reject plans for buildings or dwellings if acted upon within a timely fashion.

The standards shall include objective criteria as to the visual, aesthetic and environmental impact of any building or dwelling to be built.

If procedures and standards are not developed as specified herein or in the Covenants, as amended, owners must still obtain approval from the Architectural Control Committee prior to the construction of any building or dwelling.

In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE IX

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or any first mortgagee of any Tract or Lot. The Covenants, as amended, the Articles of Incorporation and the By Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE X

### ASSESSMENTS

As more fully provided in the Covenants, as amended, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18 percent per annum, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Dwelling Unit.

## ARTICLE XI

### CORPORATE SEAL

The Association shall have a seal in circular form within its circumference the words: ACORN CREEK RANCH ESTATES PROPERTY OWNER'S ASSOCIATION, INC. (ACRE)

## ARTICLE XII

### AMENDMENTS

1. These By Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.
2. In the case of any conflict between the Articles of Incorporation and these By Laws, the Articles shall control; in the case of any conflict between the Covenants, as amended and these By Laws, the Covenants, as amended shall control and in the case of any conflict between the Articles and the Covenants, as amended, the Covenants, as amended shall control.

## ARTICLE XIII

### INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every director and officer, and his or her heirs, executors and administrators, against all loss, costs and expense, including counsel fees, reasonably incurred in connection with any action, suit, or proceeding to which such person may be made a party by reason of being or having been a director or officer of the Association, except for matters in which such person shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct, provided, however, that such indemnity shall be limited to the amount of coverage provided to the Association by any policy of officers and directors liability insurance. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses. Nothing contained in this Article shall, however, be deemed to obligate the Association to indemnify any Member or Owner who is or has been a director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred as a Member or Owner under or by virtue of the Covenants, as amended.

## ARTICLE XIV

### FINANCE

1. Banking: The moneys of the Association shall be deposited in the name of the Association in such bank or banks or trust company or trust companies, as the Board of Directors shall designate, and may be drawn out only on checks signed in the name of the Association by such person or persons as the Board of Directors by appropriate resolution may direct. Notes and commercial paper, when authorized by the Board, shall be signed in the name of the Association by such officer or officers or agent or agents as shall thereunto be authorized from time to time.

2. Fiscal Year: The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year.

IN WITNESS WHEREOF, we, being all of the directors of THE ACORN CREEK RANCH ESTATES PROPERTY OWNER'S ASSOCIATION, INC., have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

Directors:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of THE ACORN CREEK RANCH ESTATES PROPERTY OWNER'S ASSOCIATION, INC., (ACRE), a Colorado non-profit corporation, and

THAT the foregoing By Laws constitute the By Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed ny name and affixed the seal of said Association this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

\_\_\_\_\_  
Secretary

ACORN CREEK RANCH ESTATES  
ARCHITECTURAL CONTROL COMMITTEE DEVELOPMENT GUIDELINES

The overall design concept of Acorn Creek Ranch Estates is to maintain the area as " ... a rural residential community with the emphasis on preserving as much of the natural and wild character of the land as possible while at the same time creating an ambiance of sophisticated country living for the property owners."<sup>1</sup> To that end, these guidelines shall be used by the Architectural Control Committee.

1. **Finish Materials:** All structures, roofs, and finish materials will be natural or earth tone colors. Bright colors are not acceptable. Wooden shake shingle roofs are not allowed.

2. **Antennas, Satellite Dishes, Propane Tanks:** These will be located so that they make minimal visual impact from adjacent sites and from the roads. Various methods of screening and burming, and in the case of propane tanks, burial, in order to create camouflage, will be acceptable. No solid white satellite receiver dishes will be allowed; rather they should be dark mesh or painted to minimize visibility.

3. **Out Buildings:** The design of out buildings shall be in concert with the design of the primary residence. Each out building must have specific approval of the Architectural Control Committee and its construction shall be subject to the overall design standards and covenants of Acorn Creek Ranch Estates.

4. **Lighting:** Exterior lighting must be specifically approved by the "Committee". Lighting shall respect the neighbors and the neighborhood. Accent lighting shall be done in such a manner as to be unobtrusive and subtle in nature. Banned outright from Acorn Creek Ranch Estates are: all-night security lighting of any kind, colored, flashing, moving, rotating, scintillating, neon, flickering, blinking, fiber optic, spotlights, mercury and vapor lights. Temporary, decorative lights, such as Christmas lights, are exempt.

5. **Driveways:** The junctures between driveways and the Acorn Creek Roads must be approved by the "Committee". Such junctures will be evaluated by the following criteria: drainage, culvert requirements, traffic flow compatibility, and snow plowing requirements.

6. **Fencing:** Fencing will be wildlife friendly. Fencing will be a maximum of 48" high. The lower, or (#2) wire, is to be spaced 16" or more from the top (#1) wire.

7. **Dogs:** For the protection of both residents and wildlife, contractors are prohibited from allowing dogs on building sites.

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<sup>1</sup>Article I, Purpose and Intention, Protective Covenants of Acorn Creek Ranch Estates.



THE FOLLOWING IS QUOTED DIRECTLY FROM THE COVENANTS OF ACORN CREEK RANCH ESTATES:

ARTICLE VIII  
USE OF LOTS

Section 1. Improvements.

(a) Dwellings and Residences.

(1) No Dwelling-Residence shall be permitted on any Tract, the habitable floor area of which, exclusive of basements, porches and garages, of less than 1500<sup>2</sup> square feet.

(2) Prior to the construction of any Dwelling-Residence or other structure, the plans and specifications for the same shall first be submitted to and approved by the Architectural Control Committee.

(b) Approval Criteria for Submitted Plans. In passing upon all such plans, specifications and details, the Architectural Control Committee shall take into consideration the suitability of the proposed building or another structures and the materials of which it is to be built to the Lot upon which it is to be erected, the harmony thereof with the surroundings and the effect of the building on other structures, as planned, on the outlook for adjacent or neighboring Lots and its fitness with the general development plan and layout. The Architectural Control Committee agrees to use reasonable judgment in passing upon all such plans and specifications, but the Architectural Control Committee shall not be liable to any person of it's (sic) actions in connection with submitted plans and specifications, unless it be shown that the Architectural Control Committee acted fraudulently, with malice or gross negligence. If the Architectural Control Committee fails to approve or disapprove such plans and specifications in writing within 21 days after the same have been submitted, the approval of the Committee shall be presumed.

(c) Compliance with Submitted Plans. Each building and other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

(d) Building Code. All structures of every sort constructed within ACRE shall conform to the building codes of Summit County in effect at the time of construction.  
(...)

Section 3. Trailers - Temporary Structures.

(a) No trailer, Mobile home, modular or motor home shall be permitted in ACRE to be used at any time for private habitation except as provided in sub-paragraph (b) hereof.

(b) During the construction period of any Residence - Dwelling, however, temporary permission may be obtained from the

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<sup>2</sup>Currently the Acorn Creek Association is in the process of increasing the minimum square footage quoted in the covenants from 1500 to 2000 square feet.

Architectural Control Committee to allow temporary habitation in a trailer, mobile home or camper during the construction period; but in any event not to exceed four months.

WEST 1/4 CORNER

N 87° 55' 55" E

1330.43

1/16 CORNER

660.71

669.72

2

3

4

5

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34

TRACT 1  
38.827 AC.

TRACT 2  
40.024 AC.

TRACT 3  
40.265 AC.

TRACT 4  
40.013 AC.

75' WIDE MOUNTAIN PARKS ELECTRIC  
EASEMENT RECORDED IN BOOK 276, P  
AND BOOK 278, PAGE 719  
AND A 50' WIDE WESTERN SLOPE  
EASEMENT RECORDED IN BOOK 197.

S 01° 15' 13" E 2645.21'

2540.21'

S 01° 15' 13" E 2580.07'

1336.56'

1/16 CORNER

S 01° 17' 23" E 2620.55'

1283.99'

N 88° 31' 50" E

1331.11'

661.34'

105.00'

672.02'

S 88° 36' 45" E 2666.79'

1333.43'

N 89° 07' 51" E 2664.02'

603.08'

745.46'

985.14'

2653.29'

28

27

33

34

19

20

21

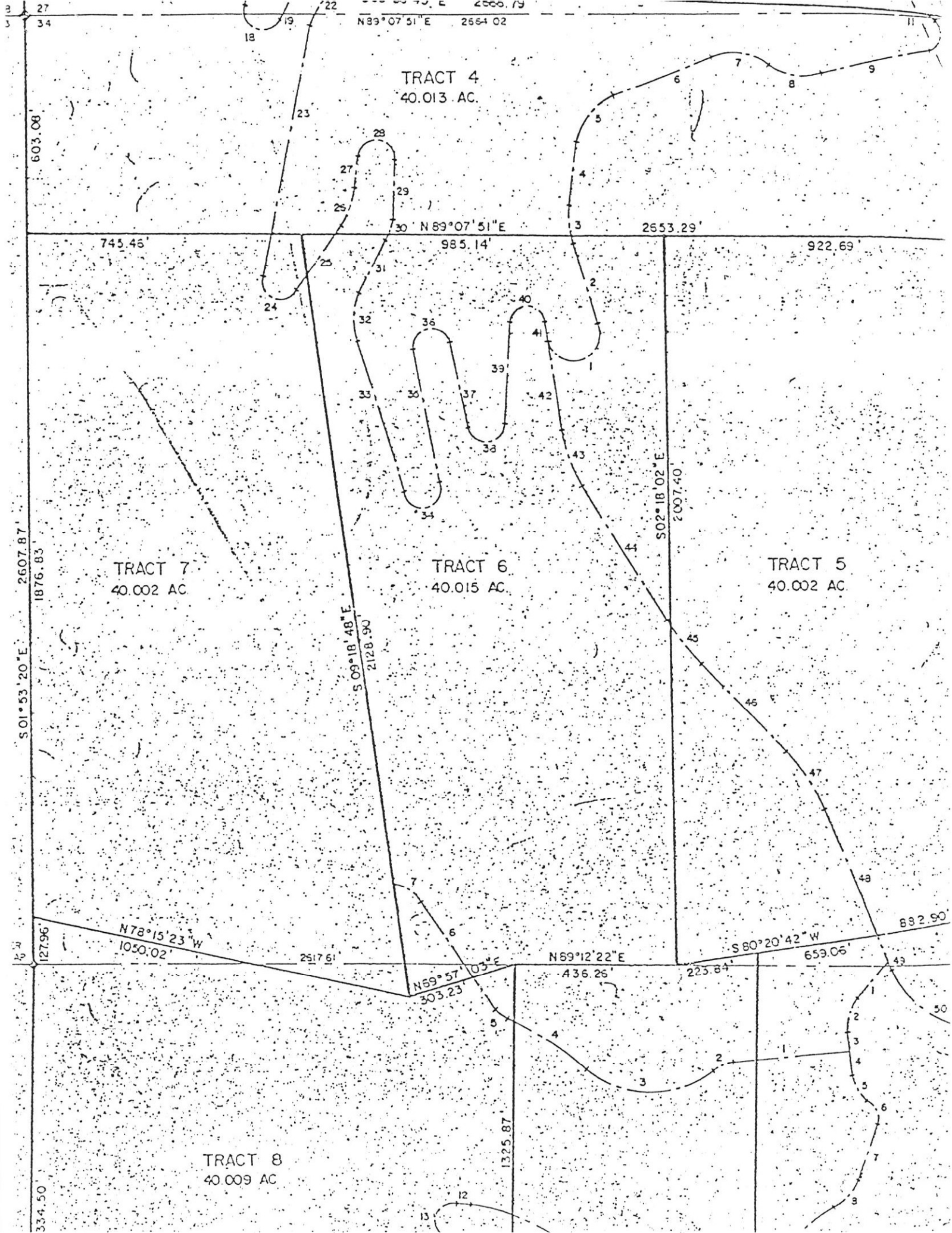
22

23

24

25

32



N89°07'51"E 2664.02

TRACT 4  
40.013 AC.

745.46

N89°07'51"E  
985.14

2653.29

922.69

TRACT 7  
40.002 AC

TRACT 6  
40.015 AC

TRACT 5  
40.002 AC

S09°18'48"E  
2128.90

S02°18'02"E  
2007.40

N78°15'23"W  
1050.02

N59°57'03"E  
303.23

N59°12'22"E  
436.26

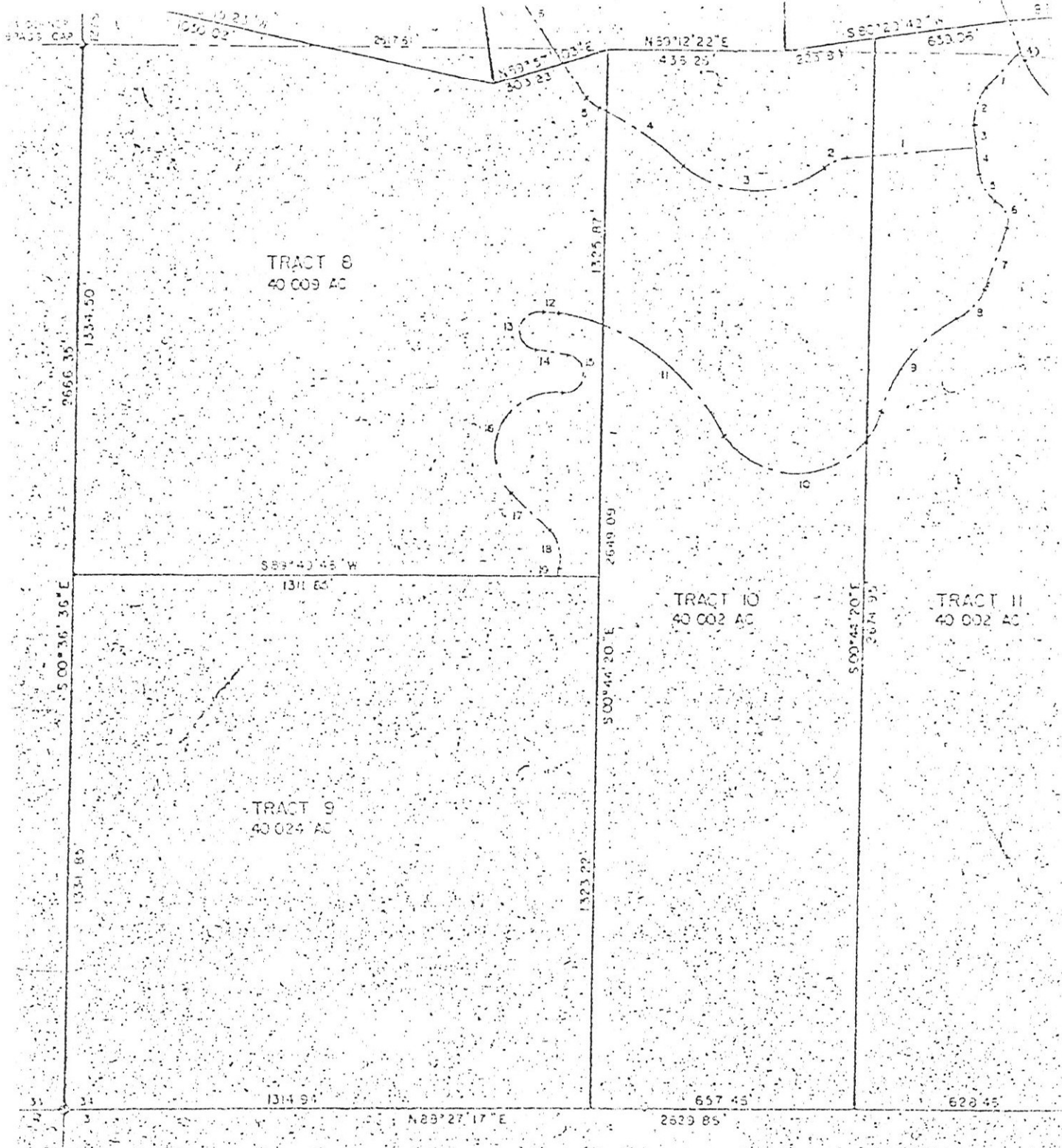
S80°20'42"W  
659.06

832.90

TRACT 8  
40.009 AC

1325.87

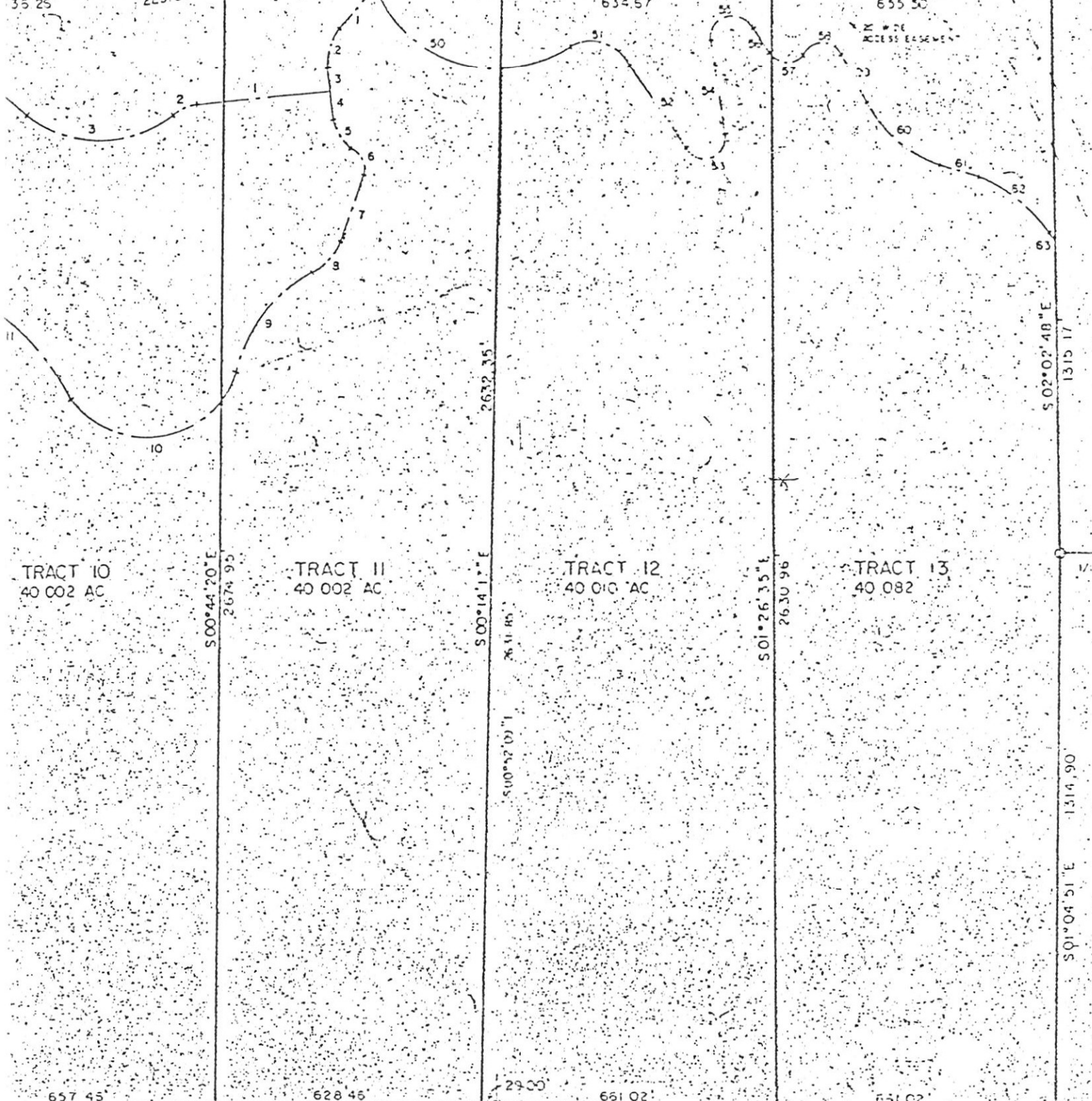
334.50



LAND SURVEYS  
 P. O. BOX 314  
 FRISCO, CO 80541  
 PHONE (303) 833-3739

SUBSECTION 34  
SECTION 34

N 29° 12' 22" E 2524.67  
S 00° 44' 20" E 2674.95  
S 00° 14' 17" E 2639.35  
S 01° 26' 35" E 2630.96  
S 01° 04' 51" E 1314.90  
N 89° 06' 54" E 1716.17



2629.85 657.45 628.46 29.00 661.02 1322.05 651.02 1716.17

SOUTH 1/4 CORNER

RULES & REGULATIONS  
OF  
ACORN CREEK RANCH ESTATES

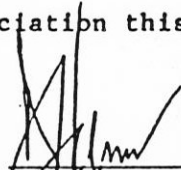
The following Rules and Regulations, and prescribed penalties are hereby established pursuant to the Covenants, as amended, the Articles of Incorporation and the By Laws of the Acorn Creek Ranch Estates Property Owner's Association.

1. Any Prohibitions found in the Covenants, as amended are hereby affirmed and made a part hereof by this reference as if included herein in full.
2. In addition, the following rules and regulations are hereby established:
  - a. There will be no parking of any vehicles on any portion of the access easement (roadways).
  - b. There will be no abandoned vehicles allowed or left in sight on any land, tract, lot, property, access easement or roadway within ACRE.
  - c. There will be no hunting or the discharge of any weapon allowed in ACRE. Individual owners must accompany guests in order to use a tract/lot as access to forest service property for hunting.
  - d. Access easements (roadways) or any portion thereof damaged by or through any means which occurred as a result of the order or directions of an owner shall be repaired at the expense of that owner.
  - e. All motorized vehicles must be kept on roadways, or owners property. All guests using motorized vehicles must have written permission from the owners.

These Rules and Regulations, as well as any prohibitions contained in the Covenants, as amended, the Articles of Incorporation or the By Laws are mandatory. Any violations thereof shall subject the violator to the following penalties, which penalties shall, and hereby are, deemed to be assessments of the Association.

1. The violator shall be liable to the Association for, and shall pay within 30 days of written notice from the Association, any and all actual damage, costs and/or expenses incurred to correct such damage, be it to the Association or to an individual owner; and,
2. In addition to the amount (s) described above in paragraph 1 hereof, the violator shall be subject to an assessment of not more than \$500.00 to be determined by the Board of Directors, which assessment is specifically designed to be
  - a. punitive in nature, and
  - b. an assessment as that term is defined in the Covenants, as amended, the Articles of Incorporation and the By Laws.

ADOPTED, by the ACRE Property Owner's Association this 24th day of July, 1983.

  
\_\_\_\_\_  
President

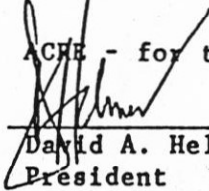
ACORN CREEK RANCH ESTATES

RESOLUTION

By action of the Membership at its annual meeting held July 24, 1983, the ACRE Property Owner's Association did guarantee and does, by there presents, hereby resolve:

That any owner whose tract/lot is not reached by graveled roadway is entitled and guaranteed to have the access easement graveled to his tract/lot upon written notice to the Association that the owner is building a house within 60 days and the roadway needs to be graveled; and that if the Association is without funds to pay for such graveling as derived from and earmarked from the special assessments of \$3,000.00 due September 1, 1983 and \$1,250.00 due June 30, 1984, that a special assessment equal to the amount needed to do such graveling shall be made by the Association and be due and payable within 60 days from such notice.

ACRE - for the membership

  
\_\_\_\_\_  
David A. Helmer  
President

Adopted July 24, 1983  
at the meeting of the Membership



ARTICLES OF INCORPORATION

OF

ACORN CREEK RANCH ESTATES OWNER'S ASSOCIATION, INC. (ACRE)

(NOT FOR PROFIT)

In compliance with the requirements and provisions of Colorado Revised Statutes 1975, 7-21-101, the undersigned, all of whom are residents of the State of Colorado and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:

ARTICLE I

NAME

The name of the corporation is Acorn Creek Ranch Estates Property Owner's Association, Inc., hereafter called the "Association".

ARTICLE II

REGISTERED OFFICE

The initial registered office of the Association is located at 619 Main Street, in the Town of Frisco, Colorado 80443.

ARTICLE III

REGISTERED AGENT

David A. Helmer, whose address is Drawer E, 619 Main Street, Frisco, Colorado 80443, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are to provide maintenance, preservation, and architectural control of the Tracts, Lots and Access Easements (roadways) within that certain tract of property described as Acorn Creek Ranch Estates (hereinafter "ACRE"), in the County of Summit, State of Colorado, according to the recorded plat thereof at the Office of the Clerk and Recorder, Summit County, State of Colorado, at Reception No. 191730, and to promote the health, safety and welfare of the

Owners and residents within ACRE and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

✓ (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain "Protective Covenants of Acorn Creek Ranch Estates" filed in the Office of the Clerk and Recorder of Summit County, State of Colorado on May 30, 1979 at Reception No. 191731, and as set forth in that certain "First Amendment to Protective Covenants of Acorn Creek Ranch Estates" filed in the Office of the Clerk and Recorder of Summit County, State of Colorado, on October 14, 1981 at Reception No. 230233, and as the same may be amended further from time to time as therein provided, said documents being incorporated herein as set forth at length and the terms which are defined in the Covenants, as amended, shall have the same meanings herein unless otherwise indicated (all hereinafter known as "Covenants as Amended").

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Covenants, as amended; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the property of the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, except that the Access Easements specifically is not to be dedicated to the use of the public unless the Covenants, as amended are strictly followed;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and/or Common Area;

(g) manage, control, operate, maintain, repair and improve the Access Easement (roadways);

(h) enforce covenants, restrictions and conditions affecting any property to the extent this Association may be authorized under the Covenants, as amended;

✓ (i) engage in activities which will actively foster, promote and advance the common ownership interests of Owners and Residents of Tracts and Lots;

✓ (j) enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of this Association, with or in association with any person, firm, association, corporation or other entity or agency, public or private;

(k) adopt, alter, and amend or repeal such By Laws as may be necessary or desirable for the proper management of the affairs of this Association, provided, however, that such By Laws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Covenants as amended; and

(l) have and exercise any and all powers, rights and privileges which an association organized under the Colorado Nonprofit Corporation Act by law may now or hereafter have or exercise.

## ARTICLE V

### MEMBERSHIP AND VOTING RIGHTS

The Association shall not have any capital stock. Every person or entity who is a record owner of a fee or undivided fee interest in any Tract or Lot which is now or hereafter subject to the Covenants as amended, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Tract or Lot which is subject to assessment by the Association.

A transfer of membership, including all rights of an Owner with respect to the Access Easement or Utility Easements, shall occur automatically upon the transfer of title to the Tract or Lot to which the membership pertains. The Association may suspend the voting rights of a Member for failure to comply with rules and regulations or the By Laws of the Association or with any other obligations of the Owners under the Covenants, as amended.

Except as hereinafter provided, a member shall be entitled to one vote for each Lot owned which is subject to assessment. When more than one person holds an interest in a Lot, the vote for such Lot shall be exercised as amongst themselves shall determine, but in no event shall more than one vote be cast with respect to any Lot.

## ARTICLE VI

### BOARD OF DIRECTORS

All the Association powers, except such as are otherwise provided in the By Laws, and under the laws of the State of Colorado, shall be and are hereby vested in the Board of Directors. The Board may, from time to time, by general resolution, delegate to committees of the membership or officers of the Association or to agents, if there be any, such powers as the Board of Directors may see fit.

The affairs of this Association shall be managed by the Board of Directors, whose number shall be three (3), and each of whom shall be a property owner at ACRE.

The initial Board of Directors is:

- a. Charles M. Levy  
P.O. Box 6400  
Silverthorne, Colorado 80498
- b. Timothy Casey  
P.O. Box 1605  
Breckenridge, Colorado 80424
- c. David A. Helmer  
P.O. Box 300  
Dillon, Colorado 80435

The initial terms of office of the initial Board of Directors shall be one, two and three years for Director a, b, and c respectively. At each annual meeting hereafter the Members shall elect one new Director to replace the Director whose term is expiring at such election, for terms of three (3) years.

No director or member of the Association shall receive any pecuniary profit from the Association or its operations, except reasonable compensation for services performed in effecting one or more of its purposes as such. Compensation may be set by the Association and any other person, firm, partnership, corporation, trust, joint venture, syndicate or other entity shall not be in any way affected or invalidated solely by reason of the fact that any director, officer, or member of the Association is pecuniarily or otherwise interested in or is a director, officer, shareholder, employee, fiduciary or member of any such entity, or solely by reason of the fact that any director, officer or member of the Association individually, or any entity in which any director or officer is in any way interested in a contract or other transaction of the Association.

The Association, through its Board of Directors, shall make, adopt and maintain such By Laws as it shall deem proper for the management of the business and internal affairs of the Association, and may alter and amend same from time to time.

## ARTICLE VII

### DISSOLUTION

Subject to the applicable requirements of Article 67, Chapter 24 of the Colorado Revised Statutes 1973 and amendments now in effect, and subject to the Protective Covenants, as amended, the Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire membership. Upon dissolution of the Association, the assets, if any, both real and personal of the Association, shall be dedicated to an appropriate public agency 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 that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

#### ARTICLE VIII

##### DURATION

The corporation shall exist perpetually.

#### ARTICLE IX

##### AMENDMENTS

These Articles may be amended from time to time by a two-thirds (2/3) vote of the members at a meeting called for that purpose.

#### ARTICLE X

##### PROHIBITIONS

At all times, and notwithstanding any change in name, merger, consolidation, reorganization, termination, dissolution, or winding up of the Association, voluntary or involuntary, or the operation of the law, or any other provisions hereof:

(a) The Association shall not possess or exercise any power or authority either expressly, by interpretation, or by operation of law that will prevent it at any time from qualifying or continue to qualify as a corporation described in Section 501(c)(4) of the Internal Revenue Code of 1954, as amended, hereinafter referred to as the "Code"; or shall engage directly or indirectly in any activity which would cause loss of such qualification.

(b) The Association shall at no time affiliate itself with nor carry out or subscribe to the teachings of any religious organization or philosophy, except that it may receive grants or funds from any religious organization or foundation for the purposes of carrying out its functions as herein provided, may enter into such contracts or arrangements with religious organizations as may be convenient or necessary and not inconsistent with the foregoing prohibitions.

(c) The Association shall not attempt to influence legislation by propaganda or otherwise, nor shall it intervene in, or participate in any political campaign in behalf of any candidate for public office, to the extent that such activities would prevent the Association from qualifying or continue to qualify as to a corporation described in Section 501(c)(4) of the Code.

In witness whereof, for the purpose of forming this Association under the Laws of the State of Colorado, I, David A. Helmer, instituting the incorporation of this corporation, have executed these Articles of Incorporation this \_\_\_\_\_ day of July, 1983.

Incorporator  
David A. Helmer  
P.O. Box 323  
Frisco, Colorado 80443

\_\_\_\_\_  
David A. Helmer

VERIFICATION

STATE OF COLORADO        )  
                                  )    SS.  
COUNTY OF SUMMIT        )

I hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 1983 personally appeared before me, David A. Helmer, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
Address

39.00

EASEMENT FOR USE OF ROADWAYS

ACORN CREEK RANCH ESTATE PROPERTY OWNERS ASSOCIATION, David A. Helmer, Donald J. Manton, John H. Muller, Richard D. Frankel, Patricia M. Frankel, Charles M. Levy, Thomas W. Jones, Mary L. Jones, Timothy J. Casey, Patricia A. Casey, D. DeWayne Casey, Laura Casey, Gene L. Shofner, Jane A. Nelson, Craig C. Nelson, Peter Buchanan and Evelyn Buchanan, (Grantors), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by MOUNTAIN PARKS ELECTRIC, INC., a Colorado corporation, P. O. Box 66, Granby, Colorado 80446 (Grantee), the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto Grantee, its successors and assigns, a perpetual non-exclusive easement for the use of existing private roadways for ingress and egress from public roadways to its transmission line right-of-way for the construction, maintenance, operation, repair and rebuilding thereof, together with the right to improve, grade, maintain, and reconstruct said private roadways. The location of the roadways subject to this easement (Subject Roadways) are described as follows, to wit:

Two parcels of land located in the SW 1/4 of Section 27 and in the NW 1/4 and S 1/2 of Section 34, Township 3 South, Range 78 West of the 6th Principal Meridian, County of Summit, State of Colorado. Said parcels are more particularly described in Exhibit A attached hereto and made a part hereof.

Grantors reserve the right to relocate portions of the Subject Roadways at no expense to Grantee; provided, however, this easement shall extend to the roadways as relocated and that said relocated roadways are reasonably equivalent to the Subject Roadways. The relocated roadways shall become Subject Roadways hereunder and Grantee shall quit claim all interest in the relocated portion of the Subject Roadways.

This easement shall include the use of Subject Roadways by construction vehicles, the hauling of equipment and materials, and by other vehicles and equipment of Grantee, its employees, agents, contractors, and sub-contractors.

Grantee shall repair any and all damage to the Subject Roadways and adjacent properties caused by the exercise of the rights granted to it hereunder. Repair of said Subject Roadways shall include grading and gravel which may be necessary to restore the Subject Roadways to their condition prior to use by Grantee.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and delivered this 29th day of July, 1983.

State Documentary Fee  
Date 7-29-83  
\$439.13 104-0

STATE OF COLORADO

COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 29th day of July, 1983, by David A. Helmer

Witness my hand and official seal.

My commission expires March 3, 1985



Notary

Address

260480  
JUL 29 12 12 PM '83  
COUNTY OF SUMMIT  
STATE OF COLORADO

EASEMENT FOR USE OF ROADWAYS

ACORN CREEK RANCH ESTATE PROPERTY OWNERS ASSOCIATION, David A. Helmer, Donald J. Manton, John H. Muller, Richard D. Frankel, Patricia M. Frankel, Charles M. Levy, Thomas W. Jones, Mary L. Jones, Timothy J. Casey, Patricia A. Casey, D. DeWayne Casey, Laura Casey, Gene L. Shofner, Jane A. Nelson, Craig C. Nelson, Peter Buchanan and Evelyn Buchanan, (Grantors), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by MOUNTAIN PARKS ELECTRIC, INC., a Colorado corporation, P. O. Box 66, Granby, Colorado 80446 (Grantee), the receipt whereof is hereby acknowledged hereby grants, bargains, sells, conveys, and confirms unto Grantee, its successors and assigns, a perpetual non-exclusive easement for the use of existing private roadways for ingress and egress from public roadways to its transmission line right-of-way for the construction, maintenance, operation, repair and rebuilding thereof, together with the right to improve, grade, maintain, and reconstruct said private roadways. The location of the roadways subject to this easement (Subject Roadways) are described as follows, to wit:

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Grantee shall repair any and all damage to the Subject Roadways and adjacent properties caused by the exercise of the rights granted to it hereunder. Repair of said Subject Roadways shall include grading and gravel which may be necessary to restore the Subject Roadways to their condition prior to use by Grantee.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and delivered this 22nd day of June, 1983.

*John H. Muller*  
*Donald J. Manton*

STATE OF COLORADO }  
COUNTY OF Summit } ss.

The foregoing instrument was acknowledged before me this 21st day of July, 1983, by Donald J. Manton.

Witness my hand and official seal.

My commission expires 3-3-84 Notary Public/Address of Notary 413

STATE OF NEW YORK The foregoing instrument was acknowledged before me this 22nd day of June, 1983 by John H. Muller

Notary Public  
Notary Public/Address of Notary  
Notary

203 East 64th St  
Address  
NY NY 10021



EASEMENT FOR USE OF ROADWAYS

ACORN CREEK RANCH ESTATE PROPERTY OWNERS ASSOCIATION, David A. Helmer, Donald J. Manton, John H. Muller, Richard D. Frankel, Patricia M. Frankel, Charles M. Levy, Thomas W. Jones, Mary L. Jones, Timothy J. Casey, Patricia A. Casey, D. DeWayne Casey, Laura Casey, Gene L. Shofner,

Jane A. Nelson, Craig C. Nelson, Peter Buchanan and Evelyn Buchanan, (Grantors), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by MOUNTAIN PARKS ELECTRIC, INC., a Colorado corporation, P. O. Box 66, Granby, Colorado 80446 (Grantee), the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto Grantee, its successors and assigns, a perpetual non-exclusive easement for the use of existing private roadways for ingress and egress from public roadways to its transmission line right-of-way for the construction, maintenance, operation, repair and rebuilding thereof, together with the right to improve, grade, maintain, and reconstruct said private roadways. The location of the roadways subject to this easement (Subject Roadways) are described as follows, to wit:

Two parcels of land located in the SW 1/4 of Section 27 and in the NW 1/4 and S 1/2 of Section 34, Township 3 South, Range 78 West of the 6th Principal Meridian, County of Summit, State of Colorado. Said parcels are more particularly described in Exhibit A attached hereto and made a part hereof.

Grantors reserve the right to relocate portions of the Subject Roadways at no expense to Grantee; provided, however, this easement shall extend to the roadways as relocated and that said relocated roadways are reasonably equivalent to the Subject Roadways. The relocated roadways shall become Subject Roadways hereunder and Grantee shall quit claim all interest in the relocated portion of the Subject Roadways.

This easement shall include the use of Subject Roadways by construction vehicles, the hauling of equipment and materials, and by other vehicles and equipment of Grantee, its employees, agents, contractors, and sub-contractors.

Grantee shall repair any and all damage to the Subject Roadways and adjacent properties caused by the exercise of the rights granted to it hereunder. Repair of said Subject Roadways shall include grading and gravel which may be necessary to restore the Subject Roadways to their condition prior to use by Grantee.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and delivered this 24<sup>th</sup> day of July, 1985.

*Richard D. Frankel*  
*Patricia M. Frankel*

STATE OF COLORADO }  
*Benjamin* COUNTY OF *Summit* } ss.

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 1985, by *Richard D. Frankel and Patricia M. Frankel*

Witness my hand and official seal.

My commission expires

*Benjamin*  
Notary  
*Benjamin*  
Address

EASEMENT FOR USE OF ROADWAYS

ACORN CREEK RANCH ESTATE PROPERTY OWNERS ASSOCIATION, David A. Helmer, Donald J. Manton, John H. Muller, Richard D. Frankel, Patricia M. Franke, Charles M. Levy, Thomas W. Jones, Mary L. Jones, Timothy J. Casey, Patricia A. Casey, D. DeWayne Casey, Laura Casey, Gene L. Shofner, Jane A. Nelson, Craig C. Nelson, Peter Buchanan and Evelyn Buchanan, (Grantors), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by MOUNTAIN PARKS ELECTRIC, INC., a Colorado corporation, P. O. Box 66, Granby, Colorado 80446 (Grantee), the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto Grantee, its successors and assigns, a perpetual non-exclusive easement for the use of existing private roadways for ingress and egress from public roadways to its transmission line right-of-way for the construction, maintenance, operation, repair and rebuilding thereof, together with the right to improve, grade, maintain, and reconstruct said private roadways. The location of the roadways subject to this easement (Subject Roadways) are described as follows, to wit:

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Grantors reserve the right to relocate portions of the Subject Roadways at no expense to Grantee; provided, however, this easement shall extend to the roadways as relocated and that said relocated roadways are reasonably equivalent to the Subject Roadways. The relocated roadways shall become Subject Roadways hereunder and Grantee shall quit claim all interest in the relocated portion of the Subject Roadways.

This easement shall include the use of Subject Roadways by construction vehicles, the hauling of equipment and materials, and by other vehicles and equipment of Grantee, its employees, agents, contractors, and sub-contractors.

Grantee shall repair any and all damage to the Subject Roadways and adjacent properties caused by the exercise of the rights granted to it hereunder. Repair of said Subject Roadways shall include grading and gravel which may be necessary to restore the Subject Roadways to the condition prior to use by Grantee.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns and representatives, successors and assigns of the parties hereto.

Signed and delivered this 3 day of June 1987.

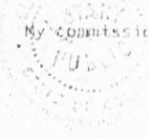
*[Handwritten signature]*

STATE OF COLORADO }  
COUNTY OF SUMMIT }

The foregoing instrument was acknowledged before me this 3 day of June 1987, by David A. Helmer, Donald J. Manton, John H. Muller, Richard D. Frankel, Patricia M. Franke, Charles M. Levy, Thomas W. Jones, Mary L. Jones, Timothy J. Casey, Patricia A. Casey, D. DeWayne Casey, Laura Casey, Gene L. Shofner, Jane A. Nelson, Craig C. Nelson, Peter Buchanan and Evelyn Buchanan.

Witness my hand and official seal.

My commission expires \_\_\_\_\_



Notary

Address

EXHIBIT A

PARCEL 2

A private access easement being thirty feet on either side of the centerline or up to fifty feet on either side of the centerline as needed for cuts and fills, said easement lying across the Southwest one-quarter Section 27 and Northwest one-quarter of Section 34, Township 3 South, Range 78 West of the Sixth Principal Meridian, Summit County, Colorado. The centerline of said access easement being more particularly described as follows:

Beginning at a point whence the Northwest corner of said Section 34 bears N 59°15'46" W. 1684.99 feet distant; thence along the centerline of said private access easement for the following eleven courses:

- 1) 220.73 feet along the arc of a curve to the left, having a central angle of 188°35'22" and a radius of 67.06 feet;
- 2) N.18°15'46" W. a distance of 223.78 feet;
- 3) 99.34 feet along the arc of a curve to the right, having a central angle of 22°46'03" and a radius of 250.00 feet;
- 4) N.04°30'17" E. a distance of 188.82 feet;
- 5) 164.85 feet along the arc of a curve to the right, having a central angle of 62°58'09" and a radius of 150.00 feet;
- 6) N.67°28'20" E. a distance of 266.59 feet;
- 7) 166.66 feet along the arc of a curve to the right, having a central angle of 58°27'17" and a radius of 163.36 feet;
- 8) 147.48 feet along the arc of a curve to the left, having a central angle of 51°00'12" and a radius of 165.67 feet;
- 9) N.74°59'31" E. a distance of 307.15 feet;
- 10) 127.84 feet along the arc of a curve to the left, having a central angle of 146°29'25" and a radius of 50.00 feet;
- 11) N.71°33'54" W. a distance of 11.23 feet to the point of terminus of said access easement;

Whence the North One-Quarter corner of said Section 34 bears S 88°36'45" E. 209.91 feet distant.

## EXHIBIT A

- 39) N. 01°32'56" E. a distance of 284.47 feet;
- 40) 147.54 feet along the arc of a curve to the right, having a central angle of 168°29'30" and a radius of 50.00 feet;
- 41) S. 09°40'24" E. a distance of 50.00 feet to a point of intersection with the centerline of a sixty foot wide private access easement to the East, whence the Northwest corner of said Section 34 bears N 59°15'46" W. 1684.99 feet distant;
- 42) S. 09°40'24" E. a distance of 212.36 feet;
- 43) 212.54 feet along the arc of a curve to the left, having a central angle of 23°52'35" and a radius of 750.00 feet;
- 44) S. 33°32'59" E. a distance of 332.05 feet;
- 45) 150.93 feet along the arc of a curve to the left, having a central angle of 11°31'49" and a radius of 750.00 feet;
- 46) S. 45°04'40" E. a distance of 333.77 feet;
- 47) 169.87 feet along the arc of a curve to the right, having a central angle of 21°45'25" and a radius of 500.00 feet;
- 48) S. 23°19'23" E. a distance of 448.02 feet to a point of intersection with a sixty foot wide private access easement to the southwest, whence the southwest corner of said Section 34 bears S 39°41'47" W. 3531.53 feet distant;
- 49) S. 23°19'23" E. a distance of 26.98 feet;
- 50) 535.85 feet along the arc of a curve to the left, having a central angle of 102°31'52" and a radius of 300.00 feet;
- 51) 157.08 feet along the arc of a curve to the right, having a central angle of 85°09'57" and a radius of 100.00 feet;
- 52) S. 35°43'18" E. a distance of 253.84 feet;
- 53) 133.70 feet along the arc of a curve to the left, having a central angle of 152°12'51" and a radius of 50.00 feet;
- 54) N. 08°56'09" W. a distance of 228.50 feet;
- 55) 140.77 feet along the arc of a curve to the right, having a central angle of 161°18'58" and a radius of 50.00 feet;
- 56) S. 27°37'11" E. a distance of 72.70 feet;
- 57) 105.70 feet along the arc of a curve to the left, having a central angle of 121°07'07" and a radius of 50.00 feet;
- 58) 104.23 feet along the arc of a curve to the right, having a central angle of 119°26'32" and a radius of 50.00 feet;
- 59) S. 29°17'46" E. a distance of 127.59 feet;
- 60) 229.94 feet along the arc of a curve to the left, having a central angle of 43°54'56" and a radius of 300.00 feet;
- 61) S. 73°12'42" E. a distance of 90.91 feet;
- 62) 186.33 feet along the arc of a curve to the right, having a central angle of 35°35'08" and a radius of 300.00 feet;
- 63) S. 37°37'34" E. a distance of 50.42 feet to the point of terminus of said access easement;

Whence the Southeast corner of said Section 34 bears S 34°09'37" E. 2444.71 feet distance.

## EXHIBIT A

PARCEL 1

A private access easement being thirty feet on either side of the centerline or up to fifty feet on either side of the centerline as needed for cuts or fills, said easement lying across the southwest one-quarter Section 27, and the Northwest one-quarter and South one-half of Section 34, Township 3 South, Range 78 West of the Sixth Principal Meridian, Summit County, Colorado. The centerline of said private access easement being more particularly described as follows:

Beginning at the W 1/4 corner of said Section 27, thence N 87°55'55" E. along the North line of said SW 1/4 Section 27 a distance of 96.93 feet to the True Point of Beginning; thence along the centerline of said private access easement for the following sixty-three courses:

- 1) S. 46°51'19" E. a distance of 445.23 feet;
- 2) 143.66 feet along the arc of a curve to the left, having a central angle of 16°27'44" and a radius of 500.00 feet;
- 3) S. 63°19'03" E. a distance of 50.00 feet;
- 4) 172.78 feet along the arc of a curve to the right having a central angle of 61°54'32" and a radius of 159.91 feet;
- 5) S. 01°24'31" E. a distance of 115.91 feet;
- 6) 63.57 feet along the arc of a curve to the right, having a central angle of 24°16'56" and a radius of 150.00 feet;
- 7) 209.17 feet along the arc of a curve to the left, having a central angle of 27°36'51" and a radius of 434.01 feet;
- 8) S. 04°44'26" E. a distance of 229.36 feet;
- 9) 144.17 feet along the arc of a curve to the left, having a central angle of 41°18'23" and a radius of 200.00 feet;
- 10) S. 46°02'49" E. a distance of 93.43 feet;
- 11) 193.78 feet along the arc of a curve to the right, having a central angle of 44°24'37" and a radius of 250.00 feet;
- 12) 209.20 feet along the arc of a curve to the left, having a central angle of 35°17'35" and a radius of 339.63 feet;
- 13) S. 36°55'47" E. a distance of 151.66 feet;
- 14) 177.72 feet along the arc of a curve to the right, having a central angle of 101°49'24" and a radius of 100.00 feet;
- 15) S. 64°53'37" W. a distance of 144.37 feet;
- 16) 218.25 feet along the arc of a curve to the left, having a central angle of 56°50'21" and a radius of 220.00 feet;
- 17) S. 08°03'16" W. a distance of 405.19 feet;
- 18) 140.13 feet along the arc of a curve to the left, having a central angle of 161°29'22" and a radius of 50.00 feet;
- 19) N. 26°33'54" E. a distance of 14.56 feet to the section line common to said Sections 27 and 34, whence said section corner bears S 89°07'51" W. 705.98 feet distant;
- 20) N. 26°33'54" E. a distance of 151.43 feet;
- 21) 184.32 feet along the arc of a curve to the right, having a central angle of 211°12'06" and a radius of 50.00 feet;
- 22) 119.91 feet along the arc of a curve to the left, having a central angle of 48°39'07" and a radius of 141.22 feet;
- 23) S. 09°07'53" W. a distance of 700.46 feet;
- 24) 135.34 feet along the arc of a curve to the left, having a central angle of 155°05'08" and a radius of 50.00 feet;
- 25) N. 34°02'45" E. a distance of 210.57 feet;
- 26) 105.53 feet along the arc of a curve to the left, having a central angle of 30°13'54" and a radius of 200.00 feet;
- 27) N. 03°48'51" E. a distance of 81.38 feet;
- 28) 158.36 feet along the arc of a curve to the right, having a central angle of 176°11'00" and a radius of 51.50 feet;
- 29) Due South a distance of 147.93 feet;
- 30) 42.84 feet along the arc of a curve to the right, having a central angle of 24°32'40" and a radius of 100.00 feet;
- 31) S. 24°32'40" W. a distance of 211.40 feet;
- 32) 75.00 feet along the arc of a curve to the left, having a central angle of 42°58'21" and a radius of 100.00 feet;
- 33) S. 18°25'41" E. a distance of 483.45 feet;
- 34) 152.16 feet along the arc of a curve to the left, having a central angle of 174°21'55" and a radius of 50.00 feet;
- 35) N. 12°47'36" W. a distance of 384.57 feet;
- 36) 157.08 feet along the arc of a curve to the right, having a central angle of 180°00'00" and a radius of 50.00 feet;
- 37) S. 12°47'36" E. a distance of 247.00 feet;
- 38) 144.46 feet along the arc of a curve to the left, having a central angle of 165°32'28" and a radius of 50.00 feet;

EASEMENT FOR USE OF ROADWAYS

ACORN CREEK RANCH ESTATE PROPERTY OWNERS ASSOCIATION, David A. Halmer, Donald J. Manton, John H. Muller, Richard D. Frankel, Patricia M. Frankel, Charles M. Levy, Thomas W. Jones, Mary L. Jones, Timothy J Casey, Patricia A. Casey, B. DeWayne Casey, Laura Casey, Gene L. Shofner, Jane A. Nelson, Craig C. Nelson, Peter Buchanan and Evelyn Buchanan, (Grantors), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by MOUNTAIN PARKS ELECTRIC, INC., a Colorado corporation, P. O. Box 66, Granby, Colorado 80446 (Grantee), the receipt whereof is hereby acknowledged hereby grants, bargains, sells, conveys, and confirms unto Grantee, its successors and assigns, a perpetual non-exclusive easement for the use of existing private roadways for ingress and egress from public roadways to its transmission line right-of-way for the construction, maintenance, operation, repair and rebuilding thereof, together with the right to improve, grade, maintain, and reconstruct said private roadways. The location of the roadways subject to this easement (Subject Roadways) are described as follows, to wit:

Two parcels of land located in the SW 1/4 of Section 27 and in the NW 1/4 and S 1/2 of Section 34, Township 5 South, Range 79 West of the 6th Principal Meridian, County of Summit, State of Colorado. Said parcels are more particularly described in Exhibit A attached hereto and made a part hereof.

Grantors reserve the right to relocate portions of the Subject Roadways at no expense to Grantee; provided, however, this easement shall extend to the roadways as relocated and that said relocated roadways are reasonably equivalent to the Subject Roadways. The relocated roadways shall become Subject Roadways hereunder and Grantee shall quit claim all interest in the relocated portion of the Subject Roadways.

This easement shall include the use of Subject Roadways by construction vehicles, the hauling of equipment and materials, and by other vehicles and equipment of Grantee, its employees, agents, contractors, and sub-contractors.

Grantee shall repair any and all damage to the Subject Roadways and adjacent properties caused by the exercise of the rights granted to it hereunder. Repair of said Subject roadways shall include grading and gravel which may be necessary to restore the Subject Roadways to their condition prior to use by Grantee.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and delivered this 24 day of May, 1983.

*Peter Buchanan*  
*Evelyn Buchanan*

STATE OF COLORADO

COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 24 day of May, 1983, by Peter Buchanan and Evelyn Buchanan.

Witness my hand and official seal.

My commission expires 12/31/83

Notary

Address

EASEMENT FOR USE OF ROADWAYS

ACORN CREEK RANCH ESTATE PROPERTY OWNERS ASSOCIATION, David A. Helmer, Donald J. Manton, John H. Muller, Richard D. Frankel, Patricia M. Frankel, Charles M. Levy, Thomas W. Jones, Mary L. Jones, Timothy J. Casey, Patricia A. Casey, D. DeWayne Casey, Laura Casey, Gene L. Shofner,

Jane A. Nelson, Craig C. Nelson, Peter Buchanan and Evelyn Buchanan, (Grantors), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by MOUNTAIN PARKS ELECTRIC, INC., a Colorado corporation, P. O. Box 66, Granby, Colorado 81446 (Grantee), the receipt whereof is hereby acknowledged hereby grants, bargains, sells, conveys, and confirms unto Grantee, its successors and assigns, a perpetual non-exclusive easement for the use of existing private roadways for ingress and egress from public roadways to its transmission line right-of-way for the construction, maintenance, operation, repair and rebuilding thereof, together with the right to improve, grade, maintain, and reconstruct said private roadways. The location of the roadways subject to this easement (Subject Roadways) are described as follows, to wit:

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The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

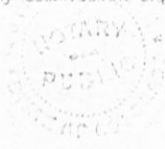
Signed and delivered this 25th day of May, 1983.

STATE OF COLORADO }  
City and COUNTY of Denver }

The foregoing instrument was acknowledged before me this 25th day of May, 1983, by L. Gene Shofner

Witness my hand and official seal

My commission expires September 18, 1983



\_\_\_\_\_  
Notary

3033 E. 1st Ave., Suite 300, Denver, CO  
Address

EASEMENT FOR USE OF ROADWAYS

ACORN CREEK RANCH ESTATE PROPERTY OWNERS ASSOCIATION, David A. Helmer, Donald J. Manton, John H. Muller, Richard D. Frankel, Patricia M. Frankel, Charles M. Levy, Thomas W. Jones, Mary L. Jones, Timothy J. Casey, Patricia A. Casey, D. DeWayne Casey, Laura Casey, Gene L. Shofner, Jane A. Nelson, Craig C. Nelson, Peter Buchanan and Evelyn Buchanan, (Grantors), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by MOUNTAIN PARKS ELECTRIC, INC., a Colorado corporation, P. O. Box 66, Granby, Colorado 80446 (Grantee), the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto Grantee, its successors and assigns, a perpetual non-exclusive easement for the use of existing private roadways for ingress and egress from public roadways to its transmission line right-of-way for the construction, maintenance, operation, repair and rebuilding thereof, together with the right to improve, grade, maintain, and reconstruct said private roadways. The location of the roadways subject to this easement (Subject Roadways) are described as follows, to wit:

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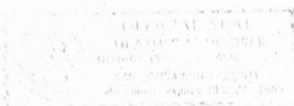
Signed and delivered this 14th day of July, 1985, 19

*[Handwritten signature]*

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

On this 14th day of July, 1985, before me, the undersigned, a Notary Public in and for said county, personally appeared D. DeWayne Casey, Patricia A. Casey, and Laura Casey, all known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

*[Handwritten signature]*  
Notary M. Harper





EASEMENT FOR USE OF ROADWAYS

ACORN CREEK RANCH ESTATE PROPERTY OWNERS ASSOCIATION, David A. Helmer, Donald J. Manton, John H. Muller, Richard D. Frankel, Patricia M. Frankel, Charles M. Levy, Thomas W. Jones, Mary L. Jones, Timothy J. Casey, Patricia A. Casey, D. DeWayne Casey, Laura Casey, Gene L. Shofner, Jane A. Nelson, Craig C. Nelson, Peter Buchanan and Evelyn Buchanan, (Grantors), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by MOUNTAIN PARKS ELECTRIC, INC., a Colorado corporation, P. O. Box 66, Granby, Colorado 80446 (Grantee), the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto Grantee, its successors and assigns, a perpetual non-exclusive easement for the use of existing private roadways for ingress and egress from public roadways to its transmission line right-of-way for the construction, maintenance, operation, repair and rebuilding thereof, together with the right to improve, grade, maintain, and reconstruct said private roadways. The location of the roadways subject to this easement (Subject Roadways) are described as follows, to wit:

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The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and delivered this 17 day of June, 1962.

*Timothy J. Casey*  
*Patricia A. Casey*  
*D. DeWayne Casey*

STATE OF COLORADO

COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 17 day of June, 1962, by Timothy J. Casey, Patricia A. Casey, D. DeWayne Casey.

Witness my hand and official seal.

My commission expires May 4, 1968



Notary

My Commission Expires May 4, 1968  
P. O. Box 588  
Breckenridge, Colorado 80424

Address

EASEMENT FOR USE OF ROADWAYS

ACORN CREEK RANCH ESTATE PROPERTY OWNERS ASSOCIATION, David A. Helmer, Donald J. Manton, John H. Muller, Richard D. Frankel, Patricia M. Frankel, Charles M. Levy, Thomas W. Jones, Mary L. Jones, Timothy J. Casey, Patricia A. Casey, D. DeWayne Casey, Laura Casey, Gene L. Shofner, Jane A. Nelson, Craig C. Nelson, Peter Buchanan and Evelyn Buchanan, (Grantors), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by MOUNTAIN PARKS ELECTRIC, INC., a Colorado corporation, P. O. Box 66, Granby, Colorado 80446 (Grantee), the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto Grantee, its successors and assigns, a perpetual non-exclusive easement for the use of existing private roadways for ingress and egress from public roadways to its transmission line right-of-way for the construction, maintenance, operation, repair and rebuilding thereof, together with the right to improve, grade, maintain, and reconstruct said private roadways. The location of the roadways subject to this easement (Subject Roadways) are described as follows, to wit:

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This easement shall include the use of Subject Roadways by construction vehicles, the hauling of equipment and materials, and by other vehicles and equipment of Grantee, its employees, agents, contractors, and sub-contractors.

Grantee shall repair any and all damage to the Subject Roadways and adjacent properties caused by the exercise of the rights granted to it hereunder. Repair of said Subject Roadways shall include grading and gravel which may be necessary to restore the Subject Roadways to their condition prior to use by Grantee.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and delivered this 18 day of July, 1983.

*Thomas W. Jones*  
*Mary L. Jones*

STATE OF COLORADO }  
COUNTY OF Summit }

The foregoing instrument was acknowledged before me this 18 day of July, 1983, by Thomas W. Jones and Mary L. Jones.

Witness my hand and official seal.

My commission expires 8/1/87



Notary

Address