

AMENDED AND SUPPLEMENTAL GENERAL
DECLARATION FOR TIMBERS ESTATES

Jefferson County, Colorado

THIS AMENDMENT and supplement to the General Declaration for Timbers Estates is made and entered into this 12th day of December, 1988, by Beacon Homes Company, a Florida general partnership, duly acknowledged Successor to Beacon Homes of Colorado, Inc., hereinafter the "Declarant".

In accordance with paragraph 9.2 of the General Declaration dated October 26, 1984, the Declarant acknowledges its right to unilaterally amend the General Declaration, noting that it constitutes seventy-five percent (75%) or more of the Site Owners.

The provisions of said General Declaration are incorporated by reference herein, amended only as follows:

1. DECLARATION - PURPOSES:

(1.1) General Purposes:

(a) The above-referenced entity, hereinafter referred to as the "Declarant," owns real property hereinafter defined as Timbers Estates (and as may be supplemented with additional real property from time to time as determined by the Declarant) and intends to develop said Timbers Estates (sometimes herein referred to as the Property) as a first class residential ~~community for all persons~~ residing, or visiting, within Timbers Estates.

(1.2) Declaration: To further general purposes herein expressed, the above-referenced entity for itself, its successor and assigns, hereby declares that all real property hereinafter defined as Timbers Estates, including any property added to Timbers Estates as hereinafter provided, shall at all times, be owned, held, used and occupied subject to the provisions of this Declaration and to the covenants, conditions and restrictions herein contained, and that same shall run with the land.

2. CERTAIN DEFINITIONS:

(2.1) Declarant: Declarant shall mean the above-referenced entity, or its duly appointed successors, and any party which (a) acquires from Declarant all, or substantially all, of its property at Timbers Estates, and (b) prior to, or at the time of, such acquisition is designated by written instrument recorded with the Clerk and Recorder of Jefferson County as Successor

Declarant.

(2.2) Timbers Estates: Timbers Estates shall mean all of the real property located in Jefferson County, Colorado, described in Exhibit A attached hereto and incorporated herein by reference as well as all real property which becomes part of Timbers Estates as provided in this Section (2.2). Any real property adjoining Timbers Estates may become part of Timbers Estates and, in such event, shall be deemed to be within Timbers Estates and subject to all of the provisions contained in this Declaration upon the recording in the office of the County Clerk and Recorder of Jefferson County, Colorado of a written instrument signed by Declarant containing a legal description of the additional real property and declaring that additional real property shall become part of and shall be deemed to be within Timbers Estates. Only real property owned or leased by Declarant at the time it is declared to be part of Timbers Estates may become part of Timbers Estates. Any real property included in the definition of Timbers Estates pursuant to this Section (2.2) which is hereafter incorporated as or becomes a part of a municipal corporation may be excluded from and be deemed outside of Timbers Estates by the action of the Board of Directors of the Association and the written consent of Declarant upon the recording in the office of the Clerk and Recorder of Jefferson County, Colorado, of a written instrument signed by Declarant and the Association containing a legal description of the real property to be excluded and declaring that said real property shall be deemed to be outside Timbers Estates.

Timbers Estates Subdivision may be replatted in accordance with Jefferson County, Colorado rules and regulations.

Subject to the following restrictions, Lots 3, 7, 8, 10, 15, 19 and 20, as replatted, shall not be bound by the provisions of the Declaration regarding the keeping, maintaining, raising and riding of horses (together with the right to ride or walk horses on the roads to the public way), which shall specifically be permitted as a use by right as follows: Lots 19 and 20 shall be considered horse lots only if they have a common owner; Lot 7 and the north 1.1 acre (see proposed replatted map attached hereto as Exhibit B) will be considered a horse lot only if they have a common owner. Lot 3 and Lot 15 shall be considered horse lots. The exclusion of horses on the other Lots within Timbers Estates shall remain the general rule.

4. TIMBERS ESTATES HOMEOWNERS ASSOCIATION MEMBERSHIP:

(4.2) Declarant's Reservation: Notwithstanding any other provisions expressly or impliedly to the contrary contained in this Declaration, the Articles of Incorporation or By-Laws of the Association, Declarant reserves the right to exercise the rights, duties and functions of the Board of Directors of the Association

until twenty-one (21) Sites have been conveyed or transferred by the recordation of deeds with the Clerk and Recorder of Jefferson County, Colorado, or January 15, 1998, whichever event occurs last.

7. RESTRICTIONS APPLICABLE TO PROPERTY:

(7.9) Restriction on Animals: No animals shall be kept on any property except cats, dogs, and such other household pets, and which do not reasonably bother or constitute a nuisance to others. No agricultural animals such as ducks, chickens, goats, sheep and horses shall be permitted, except as specifically permitted in Section (2.2) hereof. However, dogs, cats and horses shall be allowed on the property subject to the provisions of Section (2.2), Section (3.7) and Section (7.18), and such additional restrictions pertaining to the keeping of animals on any Property as may be established by the Association.

9. MISCELLANEOUS:

(9.2) Amendment: This Declaration may be amended by (1) seventy-five percent (75%) or more of the Site Owners, or (2) one hundred percent (100%) of the Board of Directors of the Association, consenting and agreeing to such Amendment by written instruments duly recorded; provided, however, that the provisions of this Declaration governing the priority of first mortgagees and first trust deeds shall have a permanent character and shall not be altered without the further consent of one hundred percent (100%) of all first mortgagees of record as expressed in written Amendment(s) or Supplement(s) to this Declaration duly recorded.

Notwithstanding anything contained in the above paragraph of this Declaration to the contrary, the Declarant or ~~its~~ assigns may, and hereby expressly reserves the right to, unilaterally and in its sole and absolute discretion, execute and record Amendments and Supplements to this Declaration with regard to any matter (except the priority of first mortgagees and first trust deeds) including extension(s) of this reserved right, without the consent of any Owner, mortgagee, trust deed holder or any other party, at any time within ten (10) years of recordation of this Declaration. Further, any and all persons and entities who take subject to this Declaration, Amendments and Supplements thereto, irrevocably constitute and appoint the Declarant, and its assigns, to be their true and lawful attorney in their name, place and stead for the purpose of execution of such Amendments and Supplements as herein provided.

(9.3) Effect of Provisions of Declaration: Each provision of this Declaration and any agreement, promise, covenant or undertaking to comply with each provision of this Declaration and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this

Declaration; (a) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property within Timbers Estates is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (b) shall, by virtue of acceptance of any right, title or interest in any real property within Timbers Estates by an Owner or the Association, be deemed accepted, ratified, adopted and declared a personal covenant of such Owner or the Association, as the case may be, and as a personal covenant, shall be binding on such Owner or the Association and such Owner's or the Association's respective heirs, personal representatives, successors and assigns, and as a personal covenant of an Owner, shall be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of the Association-but not to, with or for the benefit of any other Owner, and, if a personal covenant of the Association, shall be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of each Owner; (c) shall be deemed a real covenant by Declarant, for itself, its successors and assigns, and also an equitable servitude, running as a burden with and upon the title to each parcel of real property within Timbers Estates and as a real covenant and also as an equitable servitude, shall be deemed a covenant and servitude for the benefit of any real property now or hereafter owned by Declarant within Timbers Estates and for the benefit of any and all other real property within Timbers Estates; and (d) shall burden and encumber the title to each parcel of real property within Timbers estates, which lien with respect to any Site shall be deemed a lien in favor of Declarant and the Association, jointly and severally, and, with respect to any real property owned by the Association, shall be deemed a lien in favor of Declarant.

(9.4) Enforcement and Remedies: Each provision of this Declaration with respect to the Property of the Association shall be enforceable by Declarant, or by any Owner who has made written demand on Declarant to enforce such provision and thirty days have lapsed without appropriate action having been taken by Declarant, by a proceeding for a prohibitive or mandatory injunction. Each provision of this Declaration with respect to an Owner or property of an Owner shall be enforceable by Declarant or the Association by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages, or, in the discretion of the Association, for so long as any Owner fails to comply with any such provisions, by exclusion of such Owner or Subowners and Guests from use of any Facility and from enjoyment of any Function. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

DEDICATION AND LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, BEING THE OWNER AND HOLDER OF DEED OF TRUST OF THOSE LANDS DESCRIBED BELOW, HAVE LAID OUT, SUBDIVIDED, AND PLATTED THE SAME INTO LOTS, TRACTS AND EASEMENTS, AS SHOWN HEREON UNDER THE NAME AND STYLE OF TIMBERS ESTATES, AND DO, BY THESE PRESENTS, OF OUR OWN FREE WILL AND VOLUNTARILY, WITHOUT COERCION, THREAT OR BUSINESS COMPULSION, GRANT, DEDICATE AND CONVEY TO THE COUNTY OF JEFFERSON, STATE OF COLORADO, IN FEE SIMPLE, TRACT G FOR PUBLIC USE AND GRANT AND CONVEY TO THE COUNTY OF JEFFERSON ALL EASEMENTS AS SHOWN HEREON AND GRANT AND CONVEY TO THE COUNTY OF JEFFERSON AN EASEMENT OVER ANY AND ALL PRIVATE ACCESS DRIVES AND RIGHTS-OF-WAY FOR THE PURPOSE OF PASSAGE OF PUBLIC, PRIVATE OR OTHER SERVICE AND EMERGENCY VEHICLES. IT IS EXPRESSLY UNDERSTOOD THAT THE ACCEPTANCE OF THE DEDICATION OF THIS EASEMENT IS NOT TO BE CONSTRUED AS AN ACCEPTANCE BY THE COUNTY OF SAID PRIVATE ACCESS DRIVES AND RIGHTS-OF-WAY FOR ANY OTHER PURPOSE INCLUDING MAINTENANCE PURPOSES.

A PARCEL OF LAND BEING TIMBERS SUBDIVISION, RECORDED UNDER RECEPTION NUMBER 716585, A PORTION OF EVERGREEN MEADOWS UNIT 10, RECORDED IN PLAT BOOK 46 PAGES 18 AND 19, A PORTION OF THE E1/2 OF SECTION 26 AND A PORTION OF THE NW1/4 SW1/4 OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID SECTION 26;

THENCE S01°20'15"E 158.11 FEET ALONG THE EAST LINE OF SAID SECTION 26 AND ALONG THE WESTERLY BOUNDARY LINE OF EVERGREEN HIGHLANDS UNIT 2, AS RECORDED UNDER RECEPTION NO. 424079, TO A POINT ON CURVE ON THE NORTHWESTERLY R.O.W. LINE OF OLYMPUS DRIVE, AS RECORDED IN BOOK 33, PAGE 46;

THENCE ALONG THE SAID NORTHWESTERLY R.O.W. LINE FOR THE FOLLOWING ELEVEN (11) COURSES:

1. THENCE 47.65 FEET SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 16°36'09" AND A RADIUS OF 164.45 FEET, WHOSE CHORD BEARS S74°56'11"W 47.48 FEET TO A POINT OF TANGENCY;
2. THENCE S83°14'12"W 59.07 FEET TO A POINT OF CURVE;
3. THENCE 78.94 FEET WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 59°34'39" AND A RADIUS OF 75.92 FEET, WHOSE CHORD BEARS N66°58'28"W 75.44 FEET TO A POINT OF REVERSE CURVE;
4. THENCE 328.92 FEET NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 144°58'08" AND A RADIUS OF 130.00 FEET, WHOSE CHORD BEARS S70°19'47"W 247.94 FEET TO A POINT OF COMPOUND CURVE;
5. THENCE 175.76 FEET SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 50°50'06" AND A RADIUS OF 198.10 FEET, WHOSE CHORD BEARS S27°34'20"E 170.05 FEET TO A POINT OF TANGENCY;
6. THENCE S52°59'23"E 72.36 FEET TO A POINT OF CURVE;
7. THENCE 133.46 FEET SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 38°52'31" AND A RADIUS OF 196.70 FEET, WHOSE CHORD BEARS S33°33'08"E 130.92 FEET TO A POINT OF TANGENCY;
8. THENCE S14°06'52"E 114.57 FEET TO A POINT OF CURVE;
9. THENCE 157.16 FEET SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 49°50'46" AND A RADIUS OF 180.64 FEET, WHOSE CHORD BEARS S39°02'15"E 152.24 FEET TO A POINT OF TANGENCY;
10. THENCE S63°57'38"E 21.07 FEET TO A POINT OF CURVE;
11. THENCE 72.49 FEET EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 31°57'00" AND A RADIUS OF 130.00 FEET, WHOSE CHORD BEARS S79°56'11"E 71.56 FEET, TO A POINT ON THE SAID EAST LINE OF SECTION 26 AND ON THE WESTERLY BOUNDARY LINE OF EVERGREEN HIGHLANDS UNIT 1, AS RECORDED UNDER RECEPTION NUMBER 421824;

THENCE S01°20'15"E 1783.75 FEET ALONG THE SAID EAST LINE AND THE SAID WESTERLY BOUNDARY LINE TO THE E1/4 CORNER OF SAID SECTION 26;

THENCE N87°56'42"E 143.60 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 25 TO A POINT ON THE WESTERLY BOUNDARY LINE OF EVERGREEN HIGHLANDS UNIT 5, AS RECORDED UNDER RECEPTION NUMBER 575533;

THENCE S01°09'27"E 1120.22 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF THE SW1/4 OF SAID SECTION 25 AND ALONG THE SAID WESTERLY BOUNDARY LINE TO A POINT;

THENCE S88°50'33"W 287.17 FEET TO A POINT;

THENCE N01°09'27"W 214.85 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF THE SE1/4 OF SAID SECTION 26 TO A POINT;

THENCE S87°35'53"W 279.66 FEET TO A POINT;

THENCE S37°51'33"W 245.81 FEET TO A POINT ON THE NORTHERLY R.O.W. LINE OF NORTH TURKEY CREEK ROAD;

THENCE ALONG THE SAID NORTHERLY R.O.W. LINE FOR THE FOLLOWING NINE (9) COURSES:

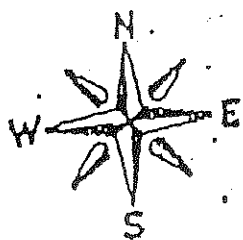
1. THENCE N43°27'57"W 76.46 FEET TO A POINT;
2. THENCE N32°37'48"W 150.38 FEET TO A POINT;
3. THENCE N32°44'27"W 140.10 FEET TO A POINT;
4. THENCE N41°53'05"W 105.55 FEET TO A POINT;
5. THENCE N01°10'55"E 74.28 FEET TO A POINT;
6. THENCE N41°07'38"W 136.31 FEET TO A POINT OF CURVE;
7. THENCE 96.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 04°24'30" AND A RADIUS OF 1249.07 FEET, WHOSE CHORD BEARS N38°55'23"W 96.08 FEET TO A POINT OF TANGENCY;
8. THENCE N36°43'08"W 358.22 FEET TO A POINT;
9. THENCE N88°10'38"W 570.85 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID TIMBERS SUBDIVISION;

THENCE ALONG THE SAID WESTERLY BOUNDARY LINE FOR THE FOLLOWING SIX (6) COURSES:

1. THENCE N23°16'00"E 285.55 FEET TO A POINT;
2. THENCE N23°38'00"W 174.65 FEET TO A POINT;
3. THENCE N25°15'00"E 230.00 FEET TO A POINT;
4. THENCE N70°47'23"W 176.28 FEET TO A POINT;
5. THENCE N01°20'39"W 703.32 FEET TO A POINT;
6. THENCE N87°46'34"E 481.07 FEET TO THE SW CORNER OF THE NE1/4 NE1/4 OF SAID SECTION 26,

2.

ALSO BEING THE SW CORNER OF SAID EVERGREEN MEADOWS UNIT 10;
THENCE N01°13'08"W 1290.78 FEET ALONG THE WEST LINE OF THE SAID NE1/4 NE1/4 AND ALONG THE WESTERLY BOUNDARY LINE OF SAID EVERGREEN MEADOWS UNIT 10 TO A POINT ON THE NORTH LINE OF SAID SECTION 26, AND THE NORTHERLY BOUNDARY LINE OF SAID EVERGREEN MEADOWS UNIT 10;
THENCE N88°02'02"E 1298.32 FEET ALONG THE SAID NORTH LINE AND THE SAID NORTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING, CONTAINING 112.688 ACRES.



DENVER MOUNTAIN
PARK LAND

