

AMENDED DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION is made this 1st day of August, 1983, by Eagle Trace, Inc.

WHEREAS, the property described in Exhibit "A" (which exhibit is attached hereto and incorporated herein by this reference) is encumbered by "Declaration of Covenants, Conditions and Restrictions" recorded in the Boulder County records on Film 1053 at Reception No. 326690; and

WHEREAS, said Declaration was amended on or about July 18, 1983; and

WHEREAS, Declarant, pursuant to said Declaration, as amended, assigned all if its rights and powers thereunder to Eagle Trace, Inc., including the right and power to amend said Declaration; and

WHEREAS, Eagle Trace, Inc. desires to so amend said Declaration with respect to the property described in Exhibit B (which exhibit is attached hereto and incorporated herein by this reference).

NOW, THEREFORE, Eagle Trace, Inc. hereby deletes all the provisions of said Declaration, as amended, and restates the Declaration as follows:

ARTICLE I

Declaration

Section 1.1. Declaration. All of the property made subject to this Amended Declaration shall be held, sold, and conveyed, subject to the restrictions and conditions contained in this Amended Declaration, and which restrictions and conditions shall run with the property subject to this Amended Declaration and be binding on all parties having any right, title, or interest in the said property, or any part thereof, their heirs, successors, and assigns.

ARTICLE II

Purpose and Property Affected

Section 2.1. Purpose. This Amended Declaration is executed to provide that all property which may be subject to this Amended Declaration shall be developed as single-family residential area of the highest quality, value, desirability and attractiveness.

Section 2.2. Property Affected. The following real property, located in the city of Broomfield, county of Boulder, state of Colorado, is hereby made subject to the provisions of this Amended Declaration:

See Exhibit "B"

[Handwritten Signature]
CLERK AND RECORDER

SEP 15 3 36 PM '83

STATE OF COLORADO
COUNTY OF BOULDER
FILED FOR RECORD
IN MY OFFICE ON

575697

ARTICLE III

Definitions

Section 3.1. Definitions. Unless the context otherwise requires, the terms hereinafter set forth, shall have the following meanings:

3.1.1. "Lot" shall mean any parcel of property shown on any plat and identified thereon as a lot or site, except outlots.

3.1.2. "Person" or "Persons" shall mean an individual, corporation, partnership, association, trustee or any other legal entity or any combination thereof.

3.1.3. "Owner" shall mean the person or persons who own fee simple title to a lot.

3.1.4. "Architectural Control Committee" shall mean Broomfield Country Club Architectural Control Committee, Inc.

3.1.5. The "Property" shall mean that Property described in Exhibit "A", which is attached hereto and incorporated herein by this reference.

3.1.6. "Declarant" shall mean Eagle Trace, Inc. as assignee of County Club Associates, and the successors and assigns of Eagle Trace, Inc.

3.1.7. "Amended Declaration" shall mean this Amended Declaration.

ARTICLE IV

Property Rights

Section 4.1. Utility Easements. Notwithstanding any other provision of this Amended Declaration, the Declarant reserves the right to grant easements for the installation, repair, and maintenance of water mains, sewers, drainage courses, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the property.

Section 4.2. Golf Course Easement. The Declarant specifically reserves unto itself a permanent non-exclusive easement on or across that portion of the Property, which lies within five (5) feet of the 18 hole golf course facility to be hereafter constructed on or adjacent to the Property for the use of persons, including but not limited to participants who may, with the approval of the Declarant use such real property as a golf course facility and those persons engaged in the regular maintenance and repair duties associated with the golf course facility. The foregoing easements supercedes and takes the place of any and all easements which affect the Property.

Section 4.3. Sales and Rental Office. Declarant reserves the right to maintain a sales and rental office within and upon the Property.

ARTICLE V

Covenant for Maintenance

Section 5.1. Duty to Maintain. Each Owner (other than the Declarant) shall keep all Lots owned by such Owner, and all improvements in or thereon in good order and repair, including but not limited to the seeding, watering and mowing of all

lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

Section 5.2. Lien Right. If in the opinion of the Declarant or the Architectural Control Committee any Owner fails to perform the duties imposed by the preceding Section 5.1, and after fifteen (15) days written notice to such Owner to remedy such default, the Declarant and/or the Architectural Control Committee shall have the right but not the obligation, through its agents and employees to enter upon the Lot involved and to repair, maintain, repaint, and restore such Lot or such improvements. The cost thereof ("Maintenance Charge") shall be a binding personal obligation of such Owner. The Maintenance Charge shall include all costs of collection, including reasonable attorneys' fees, incurred by either the Declarant, or the Architectural Control Committee in connection with such default. The Architectural Control Committee and the Declarant are hereby granted a lien against the Owner's Lot for the Maintenance Charge, which lien shall be superior to all other liens excepting any tax lien and any first mortgage (including Deed of Trust) recorded prior to the recording of the lien provided for herein. Said lien shall be recorded in the office of the Clerk and Recorder of Boulder County, Colorado, stating (a) the legal description of the Lot upon which the lien is claimed, (b) the name of the Owner of the Lot upon which the lien is claimed and (c) the amount of the Maintenance Charge which is unpaid. Said lien may be foreclosed upon as provided by the laws of the state of Colorado for foreclosure of mortgages on real property.

ARTICLE VI

Architectural Control

Section 6.1. Broomfield Country Club Architectural Control Committee, Inc. Declarant shall cause the Broomfield Country Club Architectural Control Committee, Inc. to be incorporated as a nonprofit corporation whose only member shall be the Declarant. The corporation shall be referred to as the Architectural Control Committee and shall be incorporated to carry out the functions specified in this Declaration.

Section 6.2. Change in Existing State. "Change in Existing State" shall mean and include, but without limitation:

- (a) The construction or expansion of any building, structure or other improvement, including the utility facilities, upon any Lot;
- (b) The destruction by voluntary action or the abandonment of any building, structure or other improvement upon the Lot;
- (c) The excavation, filling or similar disturbance of the surface land;
- (d) The landscaping or planting of trees, shrubs, lawns or plants or the clearing, marring, defacing or damaging of trees, shrubs or other growing things upon any Lot; and
- (e) Any change or alteration of any improvement upon any Lot, including without limitation, any change of color, texture or exterior appearance, of any previously approved Change in Existing State.

Section 6.3. Approval Required. The approval of the Architectural Control Committee shall be required for any Change in Existing State and no work shall be commenced to effect any

Change in Existing State until the Architectural Control Committee shall approve the change. No proposed Change in Existing State shall be deemed to have been approved by the Architectural Control Committee unless its approval is in writing; provided, however, that such approval shall be deemed granted if the Architectural Control Committee fails to approve or disapprove any such proposed Change in Existing State or to make additional requirements or request additional information within thirty (30) days after a full and complete description of the proposed Change in Existing State has been furnished, together with a specific request for such approval. Any such request shall contain plans and specifications in such form and with such information as may be required by the Architectural Control Committee in its Architectural Standards, but in any event shall include: (a) a site plan for the Lot showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular Lot (including proposed front, rear, and side setbacks) of the proposed Change in Existing State, the locations thereof with reference to structures on adjoining portions of the property, and the number and location of all parking spaces and driveways on the Lot; and (b) a grading plan for the particular Lot; and (c) elevations for all levels of all structures to be erected on the Lot.

Section 6.4. Architectural Standards. The Architectural Control Committee shall prepare and furnish to any Owner written Architectural Standards which shall set forth the general purposes of the Architectural Control Committee in reviewing proposed Changes in Existing State, basic building and landscaping restrictions and requirements, architectural review procedures and requirements, and regulations pertaining to construction. The Architectural Control Committee may amend said Standards.

Section 6.5. Fee. Each Owner may be required to pay a fee to the Architectural Control Committee as a condition to approval of any Change in Existing State to cover costs and expenses in reviewing and commenting on proposals for any Change in Existing State. The amount of such fees shall be established by the Architectural Control Committee and shall be set forth in the Architectural Standards. Such fees shall not be in excess of Five Hundred and 00/100 Dollars (\$500.00) with respect to any one proposed Change in Existing State of the type described in Sections 6.2(a), (b), and (c) above, or in excess of Two Hundred and 00/100 Dollars (\$200.00) for any proposed Change in Existing State of the type described in Sections 6.2(d) and (e) above, provided that these amounts may be increased by a percentage no greater than the percentage increase in the Consumer Price Index for all Urban Consumers, established by the Bureau of Labor Statistics of the United States Department of Labor effective August, 1983.

Section 6.6. Objectives. Architectural Control Committee shall have complete discretion to approve or disapprove any Change in Existing State. The Architectural Control Committee shall exercise such discretion with the following objectives in mind, among others:

- (a) To carry out the general purposes expressed in this Amended Declaration;
- (b) To prevent violation of any specific provision of this Amended Declaration, as it may be amended from time to time;
- (c) To prevent any change which would be unsafe or hazardous to any persons or property;
- (d) To minimize obstruction or diminution of the view of others;

(e) To preserve visual continuity and to prevent any marked or unnecessary transition between improved and unimproved areas;

(f) To assure that any change will be of good and attractive design and in harmony with development on other Lots;

(g) To assure that materials and workmanship for all improvements are of a high quality comparable to other improvements in the area; and

(h) To assure that any change will require as little maintenance as practicable so as to assure a better appearing area under all conditions.

Section 6.7. Prosecution of Work After Approval. After approval by the Architectural Control Committee of any proposed Change in Existing State, such a change shall be accomplished promptly and diligently and in complete conformity with the description of the change and with any plans and specifications therefor given to the Architectural Control Committee. Failure to accomplish a change within one year after the date of such approval or to complete the proposed change strictly in accordance with the description thereof and the plans and specifications therefore shall operate automatically to revoke the approval of the change and, upon the demand by the Architectural Control Committee, the subject Lot shall be restored as nearly as possible to the state existing prior to any work in connection with the proposed change. The Architectural Control Committee shall have the right and authority to record a notice reflecting that any Change in Existing State has not been approved or that any approval granted therefore has been revoked.

Section 6.8. Violations. If there is any Change in Existing State of any Lot otherwise than in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article VI, such Change in Existing State shall be deemed to have been undertaken in violation of this Article VI and without approval required herein, and, upon written notice from the Architectural Control Committee any such Change in Existing State upon any Lot in violation hereof shall be removed or altered so as to extinguish such violation.

Section 6.9. Lien Right. If fifteen (15) days after the Notice of such violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, or at any time thereafter said Owner fails to diligently remove or terminate said violation, the Architectural Control Committee or the Declarant shall have the right, through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation. The cost thereof ("Maintenance Charge") shall be a binding personal obligation of such Owner. If in the opinion of the Declarant or the Architectural Control Committee any Owner fails to perform the duties imposed by the preceding sentence, and after fifteen (15) days written notice to such Owner to remedy such default, the Declarant and/or the Architectural Control Committee shall have the right but not the obligations, through its agents and employees to enter upon the Lot involved and to repair, maintain, repaint, and restore such Lot or such improvements. The cost thereof ("Maintenance Charge") shall be a binding personal obligation of such Owner. The Maintenance Charge shall include all costs of collection, including reasonable attorneys' fees, incurred by either the Declarant, or the Architectural Control Committee in connection with default. The Architectural Control Committee and the

Declarant are hereby granted a lien against the Owner's Lot for the Maintenance Charge, which lien shall be superior to all other liens excepting the tax lien and any first mortgage (including Deed of Trust) recorded prior to the recording of the lien provided for herein. Said lien shall be recorded in the office of the Clerk and Recorder of Boulder County, Colorado, stating (a) the legal description of the Lot upon which the lien is claimed and (c) the amount of the Maintenance Charge which is unpaid. Said lien may be foreclosed upon as provided by the laws of the state of Colorado for foreclosure of mortgages on real property.

Section 6.10. Right of Inspection. Any agent or employee of the Declarant or the Architectural Control Committee may at any reasonable time or times enter upon and inspect any Lot or any improvement thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or Change in Existing State are in compliance with the provisions hereof; and neither the Declarant, the Architectural Control Committee, nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 6.11. No Liability. Neither the Declarant, the Architectural Control Committee, nor any agent or employee thereof shall be liable to any Owner or to any person, firm, corporation or other entity for any damages arising from any performance or non-performance of any duties or functions under this Article VI, except for any damages arising from willful and wanton misconduct.

ARTICLE VII

Restrictions on Use of Property

Section 7.1. Residential Use. Each Lot shall be used exclusively for single-family residential living purposes and such purposes as are customarily incidental thereto. No part of the property shall be used at any time for business, commercial or professional activity except the Declarant or its nominee may use any property owned by Declarant in connection with the real estate sales efforts and except that the Onwer of a Lot may lease or rent all his Lot and all the improvements thereon (but not portions thereof or individual rooms therein) for residential living purposes. No professions or home industries shall be conducted in or on any part of a Lot or in any improvements theron or therein without the specific or written approval of the Architectural Control Committee. The Architectural Control Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a professional or home industry. No such profession or home industry shall be permitted, however, unless it is considered by the Architectural Control Committee to be compatable with a high quality residential neighborhood.

Section 7.2. Occupancy Limitations. No residential structure on any Lot should be used or occupied by more than a single-family, its servants and occasional guests.

Section 7.3. Minimum Floor Area. The residential structure on a Lot shall have a minimum improved living area of 1,800 square feet, exclusive of basements, garages, porches, patios and accessory structures.

Section 7.4. Garages. The residential structure on each Lot shall include a garage of a size sufficient to accommodate a minimum of two full size automobiles.

Section 7.5. Fences. No fencing, including fencing for dog runs, shall be erected or replaced without the prior written approval of the Architectural Control Committee.

Section 7.6. Landscaping. At the time of or as soon as reasonably possible following construction of the residential structure on a Lot (but not later than the later of seven months or one growing season after substantial completion of the residential structure), such Lot shall be suitably landscaped, pursuant to a plan previously approved by the Architectural Control Committee, with grass, shrubs and trees and thereafter all grass, shrubs and trees shall be kept and maintained in attractive, healthy, live and growing condition and all dead or diseased grass area, shrubs and trees shall be promptly removed or replaced with suitable replacement landscaping components.

Section 7.7. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed on any Lot which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others.

Section 7.8. Hazardous Activities. No activity shall be conducted on any Lot and no improvements constructed on any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot and no open fire shall be lighted or permitted on any Lot, except in a contained barbeque unit while attended and in use for cooking purposes or with a safe and well designed interior fireplace.

Section 7.9. Unsightly Conditions. No unsightly conditions shall be permitted on any Lot that is visible from any street or from any other Lot. Without limiting the generality of the foregoing:

(a) All unsightly structures, facilities, equipment, objects and conditions permitted by the Architectural Control Committee shall be enclosed within structures approved in writing by the Architectural Control Committee for such purposes;

(b) Boats, camper trucks or trailers, camper bodies, mobile homes, trucks other than pick-up trucks, horse trailers and other trailers and other large vehicles shall not be permitted on any part of the Property except within structures approved in writing by the Architectural Control Committee for such purpose and except for vehicles of guests and visitors for a period not to exceed 24 hours at one time;

(c) Tractors, permitted vehicles other than automobiles, snow removal equipment and garden or maintenance equipment shall be kept at all times, in structures approved in writing by the Architectural Control Committee for such purposes except when in actual use;

(d) Refuse, garbage and trash shall be kept at all times in a covered container which shall be kept within structures approved in writing by the Architectural Control Committee for such purposes;

(e) Service areas and facilities for hanging, drying or airing of clothing or fabrics shall be kept within structures approved in writing by the Architectural Control Committee for such purposes;

(f) Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity and utility meters or other utility facilities shall be kept and maintained within structures approved in writing by the Architectural Control Committee for such purposes or below the surface of the ground; and

(g) No lumber, grass, shrub or tree clippings or plant waste, compost, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Lot except within structures approved in writing by the Architectural Control Committee for such purposes.

Section 7.10. Annoying Lights, Sounds or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying; and no odor shall be emitted from any property which is noxious or offensive to others.

Section 7.11. Restrictions on Animals. No animals, including horses, birds and livestock, shall be kept on any Lot, except residents may keep dogs, cats or other animals which are bona fide household pets, so long as such pets are not kept for commercial purposes, do not make objectionable noises or otherwise bother or constitute a nuisance to other residents, are kept within the boundary lines of the Lot of the Owner of such pets or are under the personal control of the Owner of such pets when outside such Lot and are kept off any other Lot.

Section 7.12. Restrictions on Signs and Exterior Lighting. No signs or advertising devices of any nature shall be erected or maintained on any Lot, except to identify the address and Owner of such Lot, to indicate that such Lot is for sale or lease, to advise of rules and regulations or to caution or warn of danger or such signs as may be required by law. Except as approved in writing by the Architectural Control Committee, no exterior lighting shall be permitted on any Lot, including lighting to accent landscaping features, lights at entrance doors to structures, lights at entrances to Lots and along paths or driveways and lights to illuminate permitted signs. Any signs or lights which are permitted under the foregoing restrictions shall be erected or maintained only with the prior written approval of the Architectural Control Committee, which approval shall be given only if such signs or lights shall be of attractive design and shall be as small in size as is reasonably practical and shall be placed or located as directed or approved in writing by the Architectural Control Committee. Notwithstanding the above, Declarant shall have the right to erect any sign it deems appropriate in its sole discretion for the purposes of selling Lots.

Section 7.13. Mailbox, Address Signs and Associated Lighting. At the time of construction of a residential structure on a Lot, the Owner shall be required to construct or install a mailbox, and a sign stating the street address of such Lot, which sign may be affixed to the mailbox.

Section 7.14. Combining Lots. Two or more adjoining Lots which are under the same ownership may be combined and developed as one or more Lots but only if approved in writing by the Architectural Control Committee. Easements created or established along the common boundary line of the combined Lots may be changed without the consent of any person entitled to use

thereof if no improvements have been constructed by such person within such easements if the written consent of the Architectural Control Committee is obtained and if any necessary or desirable alternate easements then exist or are granted or created, satisfactory to the Architectural Control Committee, by the Owner of the combined Lots. If easements are changed along the common boundary line of combined parcels, the combined parcels shall thereafter be deemed one Lot and may not thereafter be split and developed as two Lots.

Section 7.15. No Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, except that a well for a domestic water supply or for irrigation of landscaping to serve a Lot may be drilled on any Lot with the written consent of the Architectural Control Committee and subject to such design standards as the Architectural Control Committee shall specify.

Section 7.16. No Temporary Structures. No temporary building, improvement or structure shall be placed upon any Lot, except by Declarant for use in connection with sales of Lots, or except with the prior written consent of the Architectural Control Committee obtained in each instance, which consent shall be granted only for a specific social, cultural, entertainment or recreational purpose of short-term duration.

Section 7.17. Construction Period Exception. During the course of actual construction of any permitted structure or improvements on any Lot and provided construction is proceeding with due diligence, the provisions contained in this Article VII shall be deemed temporarily suspended as to such Lot to the extent necessary to permit such construction within the time limits provided in Section 6.7 herein and provided that, during the course of such construction, nothing is done which (a) will result in a violation of any of the provisions of this Amended Declaration upon completion of construction; or (b) will constitute a nuisance or unreasonable interference with the enjoyment by other Owners of their Lots. Notwithstanding the above, during the period of construction, at the end of each day, to the extent reasonably possible, all refuse, garbage and trash shall be placed in covered containers which shall be kept within structures approved in writing by the Architectural Control Committee.

Section 7.18. Damage or Destruction of Improvements. In the event of complete or partial damage or destruction of any improvements on a Lot, for any reason whatsoever, the Owner thereof shall promptly proceed to repair and replace such improvements, subject to approval of the Architectural Control Committee, as though such repair or replacement involved construction of an original structure or shall promptly proceed to totally demolish such improvement and to landscape the portion of the Lot formerly occupied thereby in a manner approved in writing by the Architectural Control Committee.

Section 7.19. Variances. The Architectural Control Committee, may authorize variances from compliance with any of the provisions, covenants, conditions and restrictions contained in this Amended Declaration when circumstances such as topography, natural obstructions or hardship may require. Such variances must be evidenced in writing and may be recorded. If such variances are granted, no violation of the provisions, covenants, restrictions and conditions contained in this Amended Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted and

subsequent Owners may rely on and shall be bound by the provisions set forth in such variance. The granting of such variance shall not operate to waive any of the provisions, covenants, conditions and restrictions contained in this Amended Declaration for any purpose, except with respect to the Lot and the specific provision covered by the variance.

ARTICLE VIII

Miscellaneous

Section 8.1. Enforcement. Any violation by any Owner (as an Owner of a Lot and not in his capacity as Declarant or member of the Architectural Control Committee) of any covenant, condition or restriction contained herein shall give rise to a private right of action, in law or in equity, by any other Owner damaged thereby; provided, however, that the remedies provided for in Sections 5.2 and 6.8 above may be exercised only by the Declarant and the Architectural Control Committee. In addition to the lien rights provided for in Section 5.2 and 6.8 above both the Declarant and the Architectural Control Committee shall have the right to enforce in law or in equity all of the covenants, conditions and restrictions contained herein.

Section 8.2. Power to Assign and Delegate. Declarant shall have the right and power to assign and delegate to any person or entity its successors and assigns, at any time and from time to time, all or part of any of the rights, powers, authorities, title, interest, and duties contained in this Amended Declaration.

Section 8.3. Severability. Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions which shall remain in full force and effect.

Section 8.4. Amendment. Prior to December 31, 1989, only the Declarant may amend or revoke these restrictions, conditions, and covenants which the Declarant may freely do. At any time after December 31, 1989, these restrictions, conditions and covenants may be amended or revoked by the Owners if not less than sixty-six and two-thirds percent (66-2/3%) of such Lots and sixty-six and two-thirds percent (66-2/3%) of the first mortgagees of record. All amendments must be filed in the office of the County Clerk and Recorder of Boulder County, Colorado.

Section 8.5. Zoning and Specific Restrictions. The restrictions contained in this Amended Declaration shall not be taken as permitting any action or prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, restrictive provisions of such laws, rules, regulations, deeds, leases, or this Amended Declaration shall be taken to governing control.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has executed this Amended Declaration the day and year first above written.

EAGLE TRACE, INC.

By: Robert B. Toof

ATTEST:

Karen A. Toof
Secretary



STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 1st day of August, 1983, by Robert B. Toof, Jr. President; and Karen A. Toof, Secretary, of Eagle Trace, Inc.

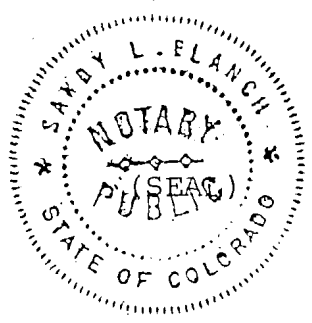
Witness my hand and official seal.

My commission expires: June 30, 1984

Sandy L. Blanch
NOTARY PUBLIC

2004 W. 120th Ave. Unit B
ADDRESS

Westminster, CO 80234



PARCEL 1:

A tract of land located in Section 25, Township 1 South, Range 69 West of the 10th Principal Meridian, City of Broomfield, County of Boulder, State of Colorado, more particularly described as follows:

Commencing at the SW corner of said Section 25; thence N-00°21'40" W, 60.00 feet along the West line of the SW $\frac{1}{4}$ of said Section 25; thence S89°37'35" E, 30.00 feet parallel with the South line of the SW $\frac{1}{4}$ of said Section 25 to the TRUE POINT OF BEGINNING; thence N-00°21'40" W, 2558.86 feet to the North line of the SW $\frac{1}{4}$ of said Section 25; thence N-00°15'55" W, 628.28 feet parallel with the West line of the NW $\frac{1}{4}$ of said Section 25; thence N89°44'05" E, 20.00 feet to a point on the southerly line of the Community Ditch easement; thence along said southerly line of the Community Ditch easement the following eight courses:

- 1) N46°00'00" E, 220.79 feet;
- 2) thence N26°00'00" E, 178.44 feet to a point of curvature;
- 3) thence along the arc of the curve to the right having a radius of 140.00 feet and a central angle of 111°00'00", a distance of 271.22 feet to a point of tangency;
- 4) thence S43°00'00" E, 261.83 feet to a point of curvature;
- 5) thence along the arc of a curve to the left having a radius of 510.00 feet and a central angle of 45°00'00", a distance of 400.55 feet to a point of tangency;
- 6) thence S88°00'00" E, 549.63 feet;
- 7) thence N84°00'00" E, 357.69 feet;
- 8) thence N89°15'20" E, 73.35 feet;

thence S27°07'15" E, 472.58 feet; thence N79°52'45" E, 610.00 feet; thence S54°07'15" E, 135.00 feet;

thence S07°07'15" E, 600.00 feet; thence S82°52'45" N, 113.00 feet; thence S07°07'15" E, 117.80 feet; thence S65°43'52" W, 153.55 feet; thence S84°53'35" W, 118.81 feet to a point on the East line of the SW $\frac{1}{4}$ of said Section 25; thence S-00°07'15" E, 1509.45 feet along said East line of the SW $\frac{1}{4}$ of said Section 25; thence S89°52'45" W along the arc of the curve to the right having a radius of 130.10 feet and a central angle of 45°00'00", a distance of 102.10 feet; thence N44°52'45" W, 100.00 feet; thence S59°12'50" E, 189.55 feet to the East line of the SW $\frac{1}{4}$ of said Section 25; thence S-00°07'15" E, 255.71 feet along said East line of the SW $\frac{1}{4}$ of said Section 25; thence N89°37'35" W, 420.00 feet parallel, with the south line of the SW $\frac{1}{4}$ of said Section 25; thence S-00°07'15" E, 135.00 feet to a point on the North right-of-way line of East 10th Ave.; thence N89°37'35" W, 2206.90 feet along said North right-of-way line of East 10th Ave. and parallel with the South line of the SW $\frac{1}{4}$ of said Section 25 to the TRUE POINT OF BEGINNING.

EXCEPT that portion thereof lying within Broomfield Country Club First Filing (according to the recorded plat thereof)

AND EXCEPT that portion thereof lying within Broomfield Country Club Estates (according to the recorded plat thereof)

AND EXCEPT that portion thereof conveyed by Northmoor Management Co. to Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints by Deed recorded January 12, 1966, on Film 557 as Reception No. 804425,

AND EXCEPT the West 30.00 feet of those certain tracts of land designated as Parcels B and C in instrument recorded February 28, 1972, on Film 762 as Reception No. 01759.

PARCEL 2:

A tract of land located in the West 1/2 of Section 25, Township 1 South, Range 69 West of the 6th Principal Meridian, City of Broomfield, County of Boulder, State of Colorado, more particularly described as follows:

Beginning at the West quarter corner of said Section 25; thence N 00°15'55" W along the West line of said Section 25 a distance of 628.28 feet; thence N 89°44'05" E a distance of 50.00 feet; thence N 46°00'00" E a distance of 220.79 feet; thence N 26°00'00" E a distance of 178.44 feet to a point of curve; thence along a curve to the right having a radius of 140.00 feet and a central angle of 111°00'00" an arc distance of 271.22 feet to a point of tangent; thence S 43°00'00" E a distance of 261.83 feet to a point of curve; thence along a curve to the left having a radius of 510.00 feet and a central angle of 45°00'00" an arc distance of 400.55 feet to a point of tangent; thence S 88°00'00" E a distance of 459.90 feet; thence S 16°15'00" E a distance of 86.66 feet; thence N 73°45'00" E a distance of 20.00 feet; thence S 16°15'00" E a distance of 130.00 feet; thence S 02°00'00" W a distance of 120.00 feet; thence S 37°24'37" W a distance of 96.45 feet; thence N 88°00'00" W a distance of 180.00 feet; thence N 38°54'17" W a distance of 11.23 feet; thence S 51°05'43" W and along a curve to the right having a radius of 45.00 feet and an angle of 91°34'29" an arc distance of 71.92 feet to a point on the curve; thence S 52°40'12" W, 32.94 feet; thence N 88°00'00" W a distance of 164.99 feet; thence N 49°20'15" W a distance of 19.03 feet to a point on a curve; thence S 40°39'45" W and along a curve to the right having a radius of 45.00 feet and a central angle of 96°18'28" an arc distance of 75.64 feet to a point on the curve; thence S 46°58'13" W a distance of 18.61 feet; thence N 88°00'00" W a distance of 80.05 feet; thence S 52°38'27" W a distance of 100.49 feet; thence N 33°26'30" W a distance of 89.99 feet to a curve; thence S 56°33'30" W and along a curve to the right having a radius of 45.00 feet and a central angle of 73°08'49" an arc distance of 57.45 feet to a point on the curve; thence S 39°42'19" W a distance of 51.26 feet; thence S 33°08'20" E a distance of 69.67 feet; thence N 79°00'00" W a distance of 130.00 feet; thence S 56°37'06" W a distance of 116.26 feet; thence N 81°08'44" W a distance of 61.83 feet to a point on a curve; thence S 08°51'16" W and along a curve to the left having a radius of 403.15 feet and a central angle of 16°33'08" an arc distance of 115.29 feet; thence S 82°28'04" W a distance of 61.29 feet; thence S 89°38'20" W along the North line of that property conveyed to the Corporation of the presiding Bishop of the Church of Jesus Christ of Latter-Day Saints on Film No. 557, Reception No. 304425, County of Boulder, a distance of 380.00 feet, more or less, to the West line of Section 25; thence N 00°21'40" W along said West line of Section 25 a distance of 18.04 feet to the West 1/4 corner and the point of beginning.

EXHIBIT A—Continued

PARCEL 3:

A tract of land located in the West 1/2 of Section 25, Township 1 South, Range 69 West of the 6th Principal Meridian, City of Broomfield, County of Boulder, State of Colorado, more particularly described as follows:

Commencing at the West 1/4 Corner of said Section 25; thence N 00°15'55"W, 628.78 feet along the West line of said Section 25; thence N 39°44'05"E, 50.00 feet to a point on the East right-of-way of Main Street, also being a point on the southerly line of the Community Ditch easement; thence along said southerly line of the Community Ditch easement the following four courses:

- 1) N 46°00'00"E, 220.79 feet;
- 2) thence N 26°00'00"E, 178.44 feet to a point of curvature;
- 3) thence along the arc of a curve to the right having a radius of 140.00 feet and a central angle of 111°00'00", a distance of 271.22 feet to a point of tangency;
- 4) thence S 43°00'00"E, 25.00 feet to the TRUE POINT OF BEGINNING;

Thence N 47°00'00"E, 915.00 feet; thence S 13°00'00"E, 997.84 feet to a point on said southerly line of the Community Ditch easement; thence along said southerly line of the Community Ditch easement the following three courses:

- 1) N 88°00'00"W, 377.17 feet to a point of curvature;
- 2) thence along the arc of a curve to the right having a radius of 510.00 feet and a central angle of 45°00'00", a distance of 400.55 feet to a point of tangency;
- 3) thence N 43°00'00"W, 236.83 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

Broomfield Country Club, 2nd Filing as indicated on the plat thereof recorded on October 18, 1979 as Map 7 on Film 1088 at Reception No. 365755 of the Boulder County Records.