

THE HIGHLANDS AT BRECKENRIDGE SUBDIVISION, FILING No. 2

LOCATED IN SECTION 30, TOWNSHIP 6 SOUTH

RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN

TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO

KNOW ALL MEN BY THESE PRESENTS: That Lincoln Highlands I Limited, a Colorado Limited Partnership ("Declarant"), being sole owner in fee simple of the real property situated in the Town of Breckenridge and in Summit County, Colorado and more particularly described as follows:

A portion of Tract A, The Highlands at Breckenridge Subdivision, Filing No. 1 lying within Section 30, Township 6 South, Range 77 West of the 6th Principal Meridian, situated in the Town of Breckenridge, County of Summit, State of Colorado and more particularly described as follows:

Beginning at a point on the southerly boundary of the Highlands at Breckenridge Subdivision, Filing No. 1 from which the southwest corner of Section 30 bears S79°30'52"W, 2776.89 feet; thence the following 16 courses along the easterly boundary of The Highlands at Breckenridge Subdivision, Filing No. 1:

1. 161.47 feet along an arc of a 300.00 foot radius curve to the right whose long chord bears N05°54'59"W, 159.53 feet; thence
2. N09°30'18"E, 99.94 feet; thence
3. 143.90 feet along an arc of a 649.33 foot radius curve to the right whose long chord bears N15°51'14"W, 143.61 feet; thence
4. N40°15'00"W, 427.87 feet; thence
5. N48°23'40"W, 433.92 feet; thence
6. N17°17'31"W, 50.00 feet; thence
7. 52.08 feet along an arc of a 290.00 foot radius curve to the left whose long chord bears N67°33'44"E, 52.02 feet; thence
8. N27°35'00"W, 190.56 feet; thence
9. N71°38'08"W, 77.73 feet; thence
10. N11°38'08"W, 299.00 feet; thence
11. N19°02'19"E, 592.09 feet; thence
12. N21°45'00"W, 412.00 feet; thence
13. N77°00'00"W, 50.00 feet; thence
14. N12°59'18"E, 261.54 feet; thence
15. N65°30'00"W, 299.32 feet; thence
16. N51°22'44"W, 251.14 feet; thence

Departing from The Highlands at Breckenridge Subdivision, Filing No. 1 boundary and continuing along the following 10 courses:

1. N38°37'16"E, 382.44 feet; thence
2. N19°34'43"E, 50.00 feet; thence
3. S70°25'17"E, 228.43 feet; thence
4. 450.51 feet along an arc of a 375.00 foot radius curve to the right whose long chord bears S35°12'39"E, 432.44 feet; thence
5. S77°01'09"E, 147.94 feet; thence
6. S08°52'47"E, 215.00 feet; thence
7. S28°32'36"E, 658.26 feet; thence
8. N62°05'20"E, 228.04 feet; thence
9. N73°17'27"E, 50.00 feet; thence
10. N78°43'52"E, 446.78 feet to a point on the easterly line of Tract A, and the westerly line of Quality Hill Subdivision, Filing No. 1; thence along the following (6) six courses of the Tract A boundary,

1. S00°11'28"E, 1230.00 feet; thence
 2. S71°25'25"W, 139.54 feet; thence
 3. S00°11'35"E, 96.01 feet; thence
 4. S71°38'03"W, 89.29 feet; thence
 5. S00°04'27"E, 650.99 feet; thence
 6. S87°27'58"W, 589.25 feet to the point of beginning, containing 66.067 acres more or less, has laid out, subdivided and platted the same into lots, tracts, parcels, roads and easements as shown hereon under the name and style of The Highlands at Breckenridge Subdivision, Filing No. 2, and by these presents does hereby set apart and dedicate to the perpetual use of the public (1) all of the Roads (as defined in the notes) and other public ways, places and portions of land designated as easements for the installation and maintenance of public utilities and (2) an easement in, over, through, and under those portions of land labeled as 50' Trail Easement and Building Setback, 30' Drainage Easement, or 10' Drainage Easement as shown hereon.

IN WITNESS WHEREOF, Kenneth M. Adams, as President of Lincoln North, Inc., a Colorado corporation and General Partner of Lincoln Highlands I Limited, and Nick J. Hackstock, as President of Highlands Management Group, Inc., a Colorado corporation and General Partner of Lincoln Highlands I Limited have caused their names to be hereunto subscribed this 13th day of JANUARY, 1995.

By Kenneth M. Adams, President of Lincoln North, Inc., a Colorado corporation and General Partner of Lincoln Highlands I Limited, a Colorado limited partnership
 By Nick J. Hackstock, President of Highlands Management Group, Inc., a Colorado corporation and General Partner of Lincoln Highlands I Limited, a Colorado limited partnership

STATE OF COLORADO }
 COUNTY OF SUMMIT } ss

The foregoing instrument was acknowledged before me this 13th day of JANUARY, 1995, by Kenneth M. Adams, President, Lincoln North, Colorado Corporation, on behalf of such Corporation, as General Partner of Lincoln Highlands I Limited, and Nick J. Hackstock, President, Highlands Management Group, Inc., as General Partner of Lincoln Highlands I Limited.

MY COMMISSION EXPIRES: June 10, 1998
Dawn R. Anderson
 NOTARY PUBLIC

STATE OF COLORADO }
 COUNTY OF SUMMIT } ss

The foregoing instrument was acknowledged before me this 14th day of JANUARY, 1995, by Nick J. Hackstock, President, Highlands Management Group, Inc., a Colorado Corporation, on behalf of such Corporation, as General Partner of Lincoln Highlands I Limited.

MY COMMISSION EXPIRES: 6/10/98
Virginia H. Hinkle
 NOTARY PUBLIC

BRECKENRIDGE TOWN COUNCIL CERTIFICATE

Approved this 13th day of DEC, 1994, Town Council Breckenridge, Colorado. This approval does not guarantee that the size of soil flooding conditions of any lot shown hereon are such that a building permit may be issued. This approval is with the understanding that all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutter, street lights, street signs and sidewalks shall be financed by others and not the Town of Breckenridge.

ATTEST: [Signature] TOWN CLERK
[Signature] MAYOR

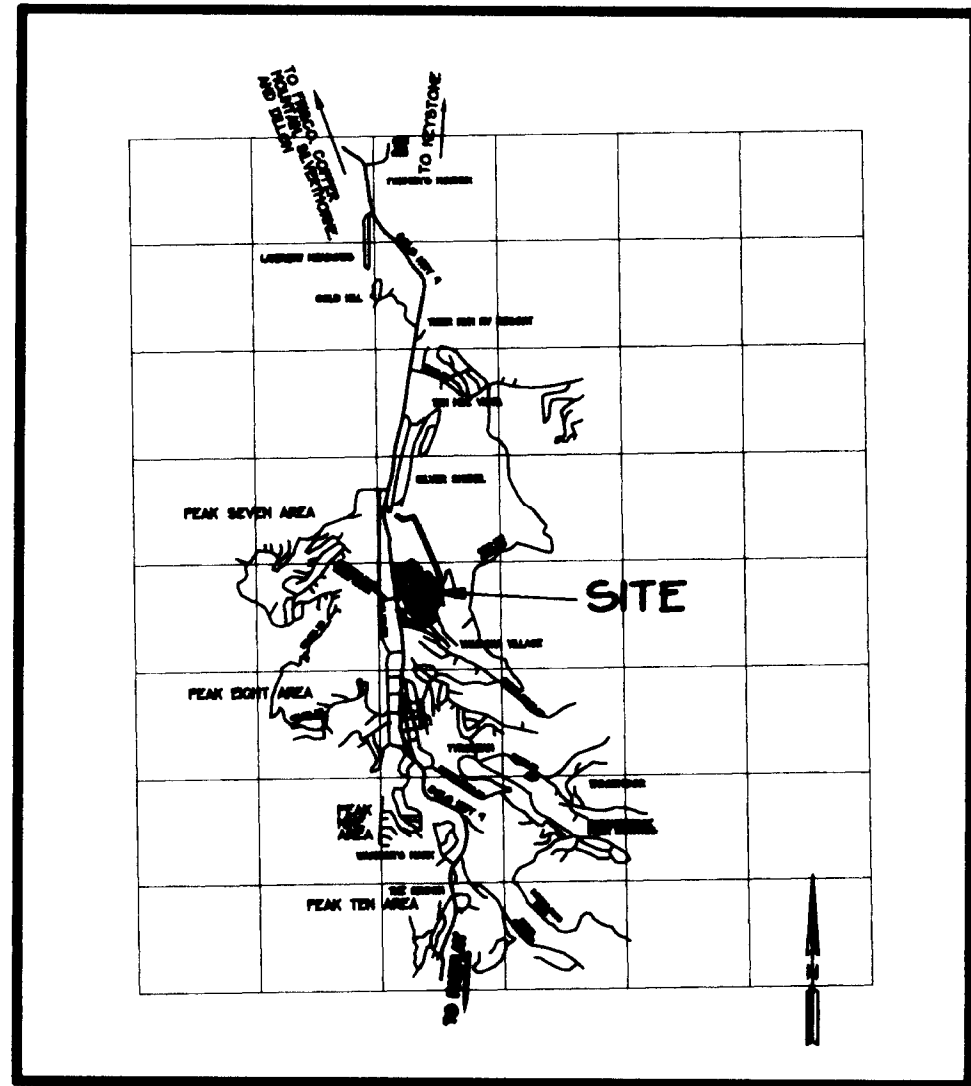
NOTICE: Public notice is hereby given that acceptance of this platted subdivision by the Town of Breckenridge does not constitute an acceptance of the roads and rights-of-way reflected hereon by said Town. Until such roads and rights-of-way meet Town road specifications and are specifically accepted by this Town by recording with the Town Clerk of the Town an Official "Acceptance." The maintenance, construction and all other matters pertaining to or affecting said roads, and rights-of-way are the sole responsibility of the Owners of the land embraced by this subdivision.

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LOCATED IN SECTION 30, TOWNSHIP 6 SOUTH

RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN

TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO



VICINITY MAP

BRECKENRIDGE PLANNING COMMISSION CERTIFICATE

Approved this 6th day of DEC, 1994, Town Planning Commission, Breckenridge, Colorado.

[Signature]
 CHAIRMAN

TOWN CLERK'S CERTIFICATE

STATE OF COLORADO }
 COUNTY OF SUMMIT } ss
 TOWN OF BRECKENRIDGE

I hereby certify that this instrument was filed in my office at 1:50 o'clock, P. M., this 16th day of JANUARY, 1995, and is duly recorded.

[Signature]
 TOWN CLERK

TITLE COMPANY CERTIFICATE

Summit County Abstract Company does hereby certify that it has examined the title to all lands shown hereon and all lands herein dedicated by virtue of this plat and title to all such lands is in the obligator free and clear of all liens, taxes and encumbrances, except as follows:

NONE

Dated this 15th day of JANUARY, 1995.

SUMMIT COUNTY ABSTRACT COMPANY

By [Signature]
 AS DEPUTY FOR FIRST VICE PRESIDENT INSURANCE CO.

ENGINEER'S CERTIFICATE

All roads and drainage improvements are to be constructed according to road and drainage plans that have been approved for construction by the Breckenridge Town Engineer.

[Signature]
 PE-LS # 25520

SURVEYOR'S CERTIFICATE

I, Kent A. Kriehn, a Colorado Registered Land Surveyor, do hereby certify that this Plat of The Highlands at Breckenridge Subdivision, Filing No. 2, was prepared by me and under my supervision, and that both this Plat and the survey are true and accurate to the best of my knowledge and belief and that the monuments were placed pursuant to CRS 38-51-105.

Date this 13th day of JANUARY, A.D., 1995.

[Signature]
 KENT A. KRIEHN, PE-LS, NO. 16836

PLAT NOTES

9. Declarant hereby grants, dedicates and conveys to the Town of Breckenridge, State of Colorado, in fee simple, for public use, Highlands Drive, Dyer Trail, Spencer Court and Rounds Road as shown hereon (collectively, the "Roads"). Except for the obligations of Declarant pursuant to the Subdivision Improvements Agreement between Declarant, as assignee of Delaware Associates, Ltd., an Oregon limited partnership, and the Town of Breckenridge, upon acceptance of the Roads by the Town of Breckenridge Declarant shall be deemed released from any liability associated with such dedication and public use of the Roads, including without limitation, liability associated with construction, maintenance and repair of such Roads.
10. Declarant hereby grants, dedicates and conveys to the Town of Breckenridge, State of Colorado, for public use, a perpetual easement in, over and through those portions of the Filing No. 2 designated on the Plat as "50' Trail Easement and Building Setback" (the "Trail Easement"), which easement may be used for pedestrian and bicycle traffic and the construction, repair and maintenance of trails suitable for such use. No motorcycle, motorbike, snowmobile, golf cart or other motorized vehicle shall be permitted on such Trail Easement. No horses or similar animals, whether being mounted or unmounted, are permitted on such Trail Easement. Declarant is hereby released from any liability associated with such dedication and public use of the Trail Easement, including without limitation, liability associated with construction, maintenance and repair of such easement. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Trail Easement and the right to assign such right to The Highlands at Breckenridge Property Owners' Association (the "Association"), for the purpose of protecting the owners' rights to peaceful enjoyment of their property.
11. Declarant hereby reserves to itself and its successors in interest in Lots 39 through 46 (inclusive) and Lots 57 through 59 (inclusive) (collectively, the "Benefitted Lots") a nonexclusive, perpetual easement in, over, through and under the portions of such lots designated on the plat as "50' Private Access and Utility Easement" or "50' Private Access, Utility and Drainage Easement" (each, a "Driveway Easement"). Each Driveway Easement may be used (a) by the owner of each Benefitted Lot and his or her lessees and guests for ingress to egress from public roads to and from the Benefitted Lot owned by such owner, and (b) for the installation, maintenance, and use of underground utilities serving any or all of the Benefitted Lots. Each subsequent owner of any Benefitted Lot by acceptance of a deed to such lot shall be entitled to use the Driveway Easement for the purposes set forth above, and for no other purpose or purpose, including, without limitation, parking of vehicles or storage. The owner of each Benefitted Lot shall be responsible for a prorated share of all reasonable expenses incurred in connection with the repair or maintenance of the Driveway Easement which serves such Benefitted Lot. Each such owner may order any repair or maintenance work on the Driveway Easement serving such owner that he or she deems reasonably necessary or appropriate to maintain such Driveway Easement in substantially the same condition as it exists on the date of closing of the first sale by Declarant of any lot served by such Driveway Easement. Any owner paying more than his or her allocated percentage share of repair or maintenance costs relating to such Driveway Easement shall be entitled to reimbursement from each of the other owners of their respective allocated percentage share of such costs. If any owner of a Benefitted Lot disputes the reasonableness of any repair or maintenance cost for which reimbursement is sought by another owner, such dispute shall be submitted to the Design Review Board of the Association for its decision, which decision shall be final and binding on all interested owners and parties.
12. The location of any dwelling or site disturbance on any lot shall be within the building envelope designated hereon by dotted line for such lot, if any, where no building envelope is delineated on plat with such area as the Board of Directors of the Association shall designate as to any lot in writing prior to the conveyance by deed of such lot, except for allowable driveway access or utility service connections. Distances shall be measured from the lot line of the subject lot to the nearest projection of any part of the improvement on such lot, including, but not limited to, porches, patios, decks, parking aprons and roof overhangs.
13. By acceptance of a deed to a lot burdened or benefitted by easements described in notes set forth herein, the owners thereof agree to indemnify and hold harmless Declarant and the Association and Design Review Board, and their respective successors and assigns, from any liability pertaining to the use of such easements and further agree to use the easements in a safe and reasonable manner which does not unreasonably interfere with the rights of the other owners.
14. Declarant hereby reserves to itself and its successors in interest in Lots 33 and 34 a perpetual, nonexclusive easement in, through and under those portions of Filing No. 2 designated on the Plat as "Private Sewer Easement," which easement may be used for the installation by Declarant and the maintenance, repair and use by the owners of Lots 33 and 34 of underground sewerage facilities serving Lots 33 and 34. The owners of Lots 33 and 34 shall be solely responsible for the performance and cost of all repair and maintenance of facilities within the Private Sewer Easement, and, by the acceptance of a deed or deeds to Lots 33 and 34, shall be deemed to have released Declarant from any and all liability associated with the construction, maintenance, repair and use of such facilities. Each subsequent owner of Lot 33 or 34, by acceptance of a deed to such lot, shall be entitled to use the Private Sewer Easement for the purposes set forth above, and for no other purposes. Declarant reserves the right to place reasonable restrictions on the use of such easement, and the right to assign such right to the Association.
15. Declarant hereby reserves to itself and its successors in interest and assigns, and hereby grants, dedicates and conveys to the Town of Breckenridge, State of Colorado, for public use, a perpetual, nonexclusive easement in, through and under those portions of Filing No. 2 designated on the Plat as "50' Access and Utility Easement" (each an "Access and Utility Easement" and collectively, the "Utility Easements") which easements may be used for the construction, installation, maintenance, repair and reconstruction of underground utilities upon such land, including but not limited to electricity, gas, telephone, water and underground cable. Except for the obligations of Declarant pursuant to the Subdivision Improvements Agreement described in Note 9 above, Declarant is hereby released from any liability associated with the dedication and public use of such Utility Easements, including, without limitation, liability associated with the construction, maintenance and repair of underground utilities thereon. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Utility Easements and the right to assign such right to the Association, for the purpose of protecting the owners' rights to peaceful enjoyment of their property.
16. Declarant hereby grants, dedicates and conveys to the Town of Breckenridge, State of Colorado, a right-of-way, for public use, on County Road 450 as shown hereon (the "Right-of-Way"). Declarant shall have no liability associated with such dedication and public use, including without limitation, liability associated with construction, maintenance and repair of the Right-of-Way.
17. Nothing contained in this Plat shall restrict the Town of Breckenridge, State of Colorado, from reasonable use of the easements herein granted in the event of an emergency, as reasonably determined by the Town of Breckenridge, free from restrictions, if any, on the time and manner of use of such easements imposed by Declarant or the Association.

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
 COUNTY OF SUMMIT } ss

I hereby certify that this instrument was filed in my office at 2:59 o'clock, P. M., this 16th day of JANUARY, 1995, and filed under Reception Number 16629.

[Signature]
 SUMMIT COUNTY CLERK AND RECORDER

LAND USE SUMMARY		
LOT/PARCEL/ROAD	ACREAGE	% OF SITE
LOTS 33-72	48.530	73.46%
PARCEL A	8.600	13.02%
HIGHLANDS DRIVE	1.430	2.16%
DYER TRAIL	1.138	1.72%
SPENCER COURT	1.009	1.53%
ROUNDS ROAD	2.747	4.16%
COUNTY ROAD 450	2.613	3.95%
TOTAL	66.067	100%