

THE HIGHLANDS AT BRECKENRIDGE SUBDIVISION, FILING No. 3

LOCATED IN SECTIONS 19 AND 30, TOWNSHIP 6 SOUTH
RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO

OWNER'S CERTIFICATE

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 as recorded in Reception No. 476056, lying within Sections 19 and 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 the northernmost corner of the Highlands at Breckenridge Subdivision, Filing No. 2 as recorded in Reception No. 484609 of the public records of Summit County, Colorado; thence along the northern boundary of said Breckenridge Subdivision, Filing No. 2, S70°25'17"E, 88.61 feet; thence departing from said northerly boundary;

N112°22'25"E, 154.10 feet; thence N24°08'54"W, 592.49 feet; thence N16°21'51"W, 206.70 feet; thence S79°44'00"W, 188.58 feet; thence 185.58 along the arc of a 375.00 foot radius curve to the right whose long chord bears N03°54'37"E, 183.69 feet; thence N18°05'14"E, 283.23 feet; thence S4.85 feet along the arc of a 525.00 foot radius curve to the left whose long chord bears N15°05'39"E, 54.83 feet; thence S81°28'46"E, 333.30 feet; thence N44°08'41"E, 654.35 feet to a point of intersection of line 26-27 of the Lake Superior Placer; thence along said line, N23°50'39"W, 269.32 feet; thence departing said line;

S77°20'31"W, 817.70 feet; thence N31°47'58"W, 279.51 feet; thence S58°12'02"W, 50.00 feet; thence S68°50'31"W, 510.19 feet to a point of intersection with the right-of-way of Colorado State Highway 9; thence along said right-of-way the following 14 courses:

1. S122°15'02"E, 75.09 feet; thence
2. S77°38'10"W, 20.00 feet; thence
3. S122°15'02"E, 143.30 feet; thence
4. 288.80 feet along the arc of a 1005.00 foot radius curve to the right whose long chord bears S03°51'00"E, 297.70 feet; thence
5. S04°40'10"W, 87.20 feet; thence
6. N85°19'50"W, 10.00 feet; thence
7. 131.13 feet along the arc of a 1870.00 foot radius curve to the left whose long chord bears S02°40'40"W, 131.10 feet; thence
8. S02°39'10"W, 55.90 feet; thence
9. 278.74 feet along the arc of a 1106.00 foot radius curve to the left whose long chord bears S06°34'05"E, 278.00 feet; thence
10. S13°47'20"E, 190.70 feet; thence
11. 268.21 feet along the arc of a 1950.00 foot radius curve to the right whose long chord bears S09°50'50"E, 268.00 feet; thence
12. S08°54'20"E, 678.10 feet; thence
13. 132.90 feet along the arc of a 5690.00 foot radius curve to the left whose long chord bears S06°34'50"E, 132.90 feet; thence
14. S07°14'50"E, 374.78 feet; thence departing from the Colorado State Highway 9 right-of-way and continuing along the boundary of the Highlands Subdivision at Breckenridge, Filing No. 1 the following 8 courses:

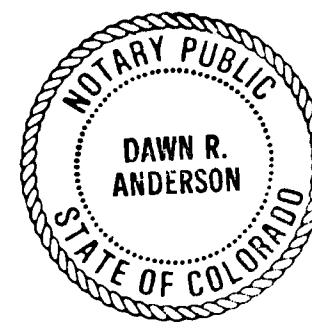
1. S66°44'15"E, 156.38 feet; thence
2. N26°58'17"E, 44.70 feet; thence
3. N09°45'10"W, 403.92 feet; thence
4. N84°20'00"E, 220.00 feet; thence
5. S06°01'45"W, 360.46 feet; thence
6. 41.94 feet along the arc of a 113.00 foot radius curve to the right whose long chord bears S74°40'42"E, 41.70 feet; thence
7. S64°02'44"E, 238.63 feet; thence
8. N26°57'18"E, 44.55 feet; thence departing the Highlands Subdivision at Breckenridge, Filing No. 1 and continuing along Highlands Subdivision at Breckenridge, Filing No. 2 the following 3 courses:

1. N51°22'44"W, 251.14 feet; thence
2. N38°37'16"E, 382.44 feet; thence
3. N19°34'43"E, 50.00 feet to the Point of Beginning. Containing 67.583 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. 3, 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 25' 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. Hackett, 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 _____ day of _____, 1995.

LINCOLN NORTH, INC., a Colorado corporation and General Partner of Lincoln Highlands I Limited, by Kenneth M. Adams, President
HIGHLANDS MANAGEMENT GROUP, INC., a Colorado corporation and General Partner of Lincoln Highlands I Limited, by Nick J. Hackett, President

STATE OF COLORADO }
COUNTY OF SUMMIT }
The foregoing instrument was acknowledged before me this 19th day of July, 1995, by Kenneth M. Adams, President, Lincoln North, Inc., a Colorado Corporation, on behalf of such Corporation, 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 }
The foregoing instrument was acknowledged before me this 18th day of July, 1995, by Nick J. Hackett, President, Lincoln Highlands Management Group, Inc., a Colorado Corporation, on behalf of such Corporation, as General Partner of Lincoln Highlands I Limited.
MY COMMISSION EXPIRES: June 10 1998 Dawn R. Anderson
NOTARY PUBLIC



BRECKENRIDGE TOWN COUNCIL CERTIFICATE

Approved this 25TH day of APRIL, 1995, Town Council Breckenridge, Colorado. This approval does not guarantee the size of soil or 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: Mary Ann Ruffek TOWN CLERK
St. Christ 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 for maintenance 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.

BRECKENRIDGE PLANNING COMMISSION CERTIFICATE

Approved this 18TH day of APRIL, 1995, Town Planning Commission, Breckenridge, Colorado.

Jim E. Johnson CHAIRMAN

TOWN CLERK'S CERTIFICATE

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

I hereby certify that this instrument was filed in my office at 10:30 o'clock, A. M., this 25TH day of JULY, 1995, and is duly recorded.

Mary Ann Ruffek 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 declarator free and clear of all liens, taxes and encumbrances, except as follows:

Dated this 18th day of July, 1995.

SUMMIT COUNTY ABSTRACT COMPANY
BY: Dawn R. Anderson

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.

Kenneth W. Kriehn P.E. L.S. #25628
Keneth W. Kriehn 7/19/95

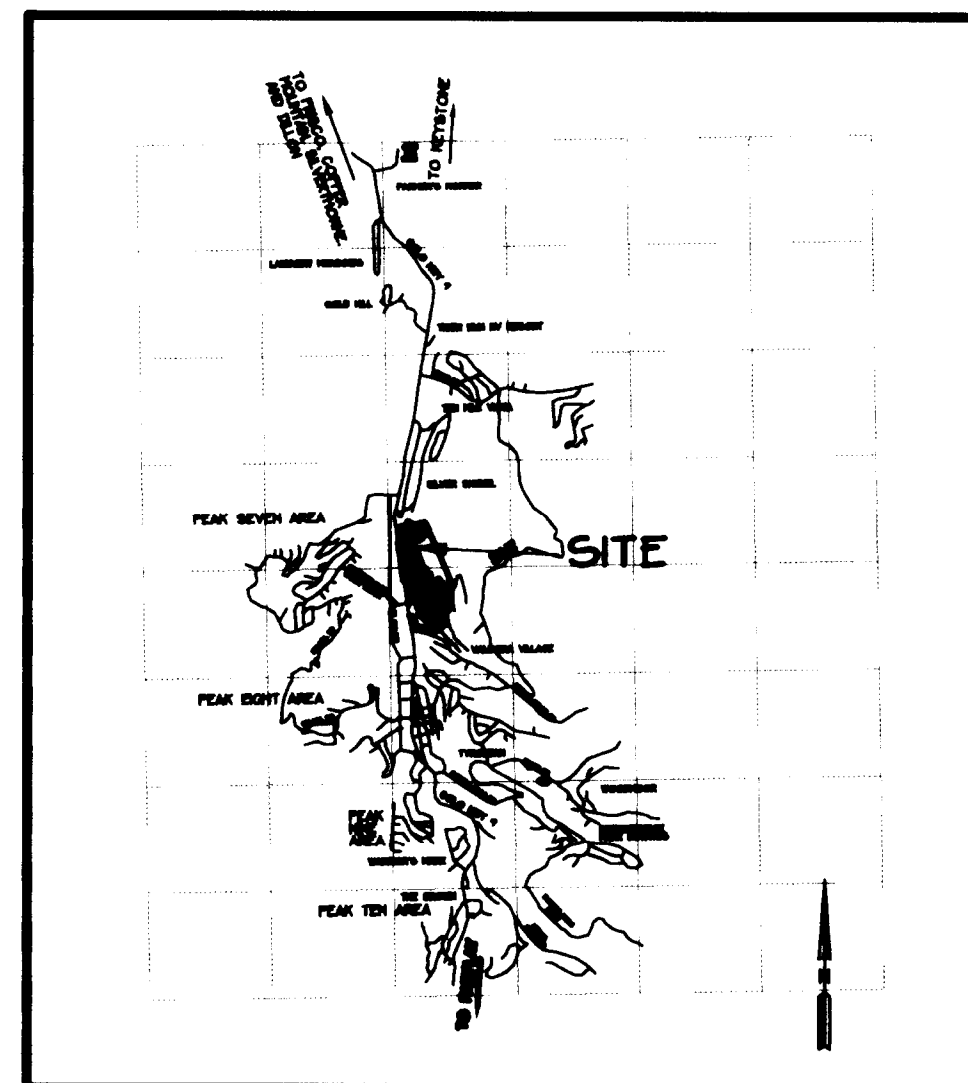


SURVEYOR'S CERTIFICATE

I, Kent A. Kriehn, a Colorado Registered Land Surveyor, do hereby certify that this Plat of The Highlands at Breckenridge Subdivision, Filing No. 3, 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 38-51-106.

Dated this 14th day of July, 1995, A.D., 1995.

KENT A. KRIEHN, PE-LS, NO. 16836



VICINITY MAP

PLAT NOTES

1. Lincoln Highlands I Limited, a Colorado limited Partnership, ("Declarant") hereby reserves to itself and its successors and assigns and hereby grants and conveys to the Breckenridge Sanitation District a perpetual, nonexclusive easement in, through, and under Highlands Drive and Barney Ford, which easement may be used solely for the construction, maintenance, repair and reconstruction of underground sewage facilities. Except for the obligations of the Declarant pursuant to the Subdivision Improvements Agreement described in Note 9 below, Declarant is hereby released from any liability associated with such use of the Roads, including without limitation, liability associated with the construction, maintenance and repair of underground sewage facilities thereon. Declarant reserves the right to place reasonable restrictions on the use of such easement and the right to assign such right to the Association (as defined in note 10 below).
2. Declarant 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. 3 designated on the Plat as "20' Drainage Easement", and "10' Drainage Easement" (collectively, the "Drainage Easements") which easements may be used solely for the purpose of constructing, operating, maintaining and repairing drainage facilities, and the drainage and storage of water from other land. Upon acceptance of the dedication of such Drainage Easements and facilities by the Town of Breckenridge, Declarant shall be deemed released from any liability associated with such dedication and public use of the Drainage Easements and the facilities associated with maintenance and repair of such easements and facilities. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Drainage 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.
3. Declarant hereby reserves to itself and its successors and assigns and hereby grants and conveys to the Breckenridge Sanitation District a perpetual, nonexclusive easement in, through and under those portions of Filing No. 3 designated on the Plat as (a) "25' Sanitary Sewer Easement", "Sanitary Sewer Easement", and "25' Sanitary Easement" (collectively, the "Sewer Easement"), which Sewer Easement may be used for the construction, maintenance, repair and reconstruction of underground sewage facilities, and (b) "25' Sanitary Sewer and Access Easement", which easement may be used solely for access to the Sewer Easement. Except for the obligations of Declarant pursuant to the Subdivision Improvements Agreement described in note 9 below, Declarant is hereby released from any liability associated with the use of such Sewer Easement and Access Easement, including without limitation, liability associated with the construction, maintenance and repair of underground sewage facilities thereon. Declarant reserves the right to place reasonable restrictions on the time and manner of use of such Sewer Easement and Access Easement and the right to assign such right to the Association.
4. Each lot designated by number on the Plat for this Filing No. 3 is a Single-Family Residential Lot, as such term is defined in the Declaration (as defined in note 8 below).
5. Date of Survey: April 25, 1995
6. Basis of Bearing: The Northwest corner of Lot 33, The Highlands at Breckenridge Filing 2 (Rebar & Cop LS16836) to the Northeast corner of Lot 33, The Highlands at Breckenridge Filing 2 (Rebar & Cop LS16836), N38°37'16"E, 382.44'.
7. NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
8. The real property within The Highlands at Breckenridge Subdivision, Filing No. 3, is subject to the provisions of the Declaration of Land Use Restrictions for The Highlands at Breckenridge recorded September 15, 1994, at Reception No. 476057, as amended by the First Amendment to Declaration of Land Use Restrictions for The Highlands at Breckenridge, recorded December 2, 1994, at Reception No. 481613, and by the Second Amendment to Declaration of Land Use Restrictions for The Highlands at Breckenridge, recorded May 22, 1995, at Reception No. 491599 (as so amended, the "Declaration"), as the same may be further amended or supplemented.

LOT/PARCEL/ROAD	ACREAGE	% OF SITE
LOTS 73-95	44.257	76.86%
OPEN SPACE	9.707	16.86%
HIGHLANDS DRIVE	2.635	4.57%
BARNEY FORD	0.984	1.71%
TOTAL	57.583	100%

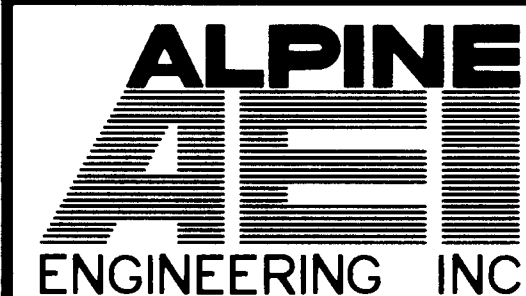
PLAT NOTES

9. Declarant hereby grants, dedicates and conveys to the Town of Breckenridge, State of Colorado, in fee simple, for public use, Highlands Drive and Barney Ford 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 Filing No. 3 designated on the Plat as "25' Public Trail Easement" and "25' Public Trail and Sanitary Sewer Easement" (collectively, 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. The location of any dwelling, deck or site disturbance, except for allowable driveway access or utility service connections on any lot shall be within the building envelope designated hereon by dotted line for such lot. If any, or where no building envelope is delineated on the Plat within such area as the Board of Directors of the Association designates as to any lot in writing prior to the conveyance by deed of such lot.
12. 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.
13. 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.
14. Access to Lots 84, 85, and 86 shall be from Barney Ford. Under no circumstances shall access to such lots be made or permitted from Highlands Drive as shown by the "Access Restriction" designated hereon.
15. Declarant reserves to itself as owner of Lots 94 and 95, as shown hereon ("Lots 94 and 95") and for the benefit of all successors in ownership of Lots 94 and 95, a perpetual nonexclusive easement upon, across, over, and under those portions of Lots 94 and 95 designated on the plat as "Shared Drive Easement". Such Shared Drive Easement may be used as a common drive for ingress to and egress from Lots 94 and 95 and Highlands Drive and for the construction, operation and maintenance of utilities. The costs and expenses related to the Shared Drive Easement shall be shared on a 50/50 basis by the owners of Lots 94 and 95. The Shared Drive Easement granted in this note shall automatically terminate if and when declarant, or its successors or assigns, causes a replat of any portion of The Highlands at Breckenridge Subdivision to be filed which includes a dedication to the Town of Breckenridge of public access which would benefit Lots 94 and 95.
16. Declarant reserves to itself and its successors in interest and assigns, and hereby grants, dedicates and conveys to the Town of Breckenridge, for public use, a perpetual, nonexclusive easement in, through and under those portions of Filing No. 3 designated on the Plat as "Highway and Utility Easement", which easement may be used for the construction, maintenance, repair and reconstruction of underground utilities, including but not limited to electricity, gas, telephone, water and underground cable. Declarant is hereby released from any liability associated with such dedication and public use of such Highway and Utility Easement, 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 easement and the right to assign such right to the Association, for the purpose of protecting the owners' rights to peaceful enjoyment of their property.
17. Declarant hereby reserves to itself and its successors in interest and assigns, and hereby grants, dedicates and conveys to the State of Colorado, a perpetual, nonexclusive easement in and through those portions of Filing No. 3 designated on the Plat as "Highway and Utility Easement", which easement may be used for the construction, maintenance, repair and reconstruction of Colorado Highway No. 9 and for no other purpose. Declarant is hereby released from any liability associated with such dedication and public use of such Highway and Utility Easement, including without limitation, liability associated with the construction, maintenance and repair of such highway and such easement.
18. Declarant hereby (a) grants, dedicates and conveys Parcel A, as shown hereon, to The Highlands at Breckenridge Property Owners' Association, a Colorado nonprofit corporation, and (b) reserves to itself and its successors in interest and assigns, a perpetual nonexclusive easement in, over, through and under Parcel A, designated on the Plat as "Private Open Space and Drainage Easement", which Parcel A and easement may be used (i) for the construction, maintenance, repair and reconstruction of drainage facilities upon such land and for the drainage of waters flowing from other lands, and (ii) picnic areas, project identification signage, use-control signage, pedestrian easements, access and trail easements and underground utilities or other similar uses to be approved by the Town of Breckenridge, and Board of Directors of the Association.

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF SUMMIT }
I hereby certify that this instrument was filed in my office at 9:55 o'clock, A. M., this 31st day of July, 1995, and filed under Reception Number 493744.

SUMMIT COUNTY CLERK AND RECORDER



BOARDWALK BLDG. UNIT 6 • P.O. BOX 4603
970 668-2124 • FAX 668-2170

