

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT LINCOLN HIGHLANDS I LIMITED, A COLORADO LIMITED PARTNERSHIP, BEING THE SOLE OWNER IN FEE SIMPLE OF THE REAL PROPERTY SITUATED IN SUMMIT COUNTY, COLORADO AND MORE PARTICULARLY DESCRIBED BELOW, HAS LAID OUT, SUBDIVIDED AND PLATTED THE SAME INTO LOTS, TRACTS, DRIVES AND CIRCLES, PRIVATE OPEN SPACE AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF THE HIGHLANDS AT BRECKENRIDGE SUBDIVISION, FILING NO. 1, AND BY THESE PRESENTS DOES HEREBY SET APART AND DEDICATE TO THE PERPETUAL USE OF THE PUBLIC (1) ALL OF THE DRIVES AND OTHER PUBLIC WAYS AND PLACES AS SHOWN HEREON AND (2) AN EASEMENT IN THOSE PORTIONS OF LAND LABELED AS TRAIL EASEMENTS AS SHOWN HEREON. 3. ALL PUBLIC DRAINAGE EASEMENTS SHOWN HEREON

FILING NO. 1

A PORTION OF THE CLEVELAND PLACER LOT 1, LOT 2, LOT 3, LOT 4, LOT 5 M.S. 6771; GEORGE WASHINGTON LODE M.S. 6771; SNOW BANK LODE M.S. 6771; STONEWALL JACKSON LODE M.S. 6771; BEDROCK LODE M.S. 6771; MOLLIE B. LODE M.S. 6686; CLEVELAND LODE M.S. 6686; COMO LODE M.S. 6922; BRECKENRIDGE LODE M.S. 6922; SILVERBOOM LODE M.S. 2532; W.B. STEPHENSON LODE M.S. 3674; SULTANA LODE M.S. 4219; DIANA LODE M.S. 4218; HAYES LODE M.S. 4217; LONCOLN LODE M.S. 4216; LYING WHOLLY WITHIN SECTION 19 AND 30, TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE 6TH PRINCIPAL MERIDIAN, SITUATE IN THE TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 9, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 30 BEARS S47°30'32"W 1859.14', WHICH POINT IS THE TRUE POINT OF BEGINNING, THENCE NORTHWESTERLY 254.10' ALONG THE ARC OF A 2905.00' RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N09°02'39"W 254.02' ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 2905.00' RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N12°02'57"W 26.80' ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 5690.00' RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS N09°42'19"W 494.76' ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 113.00' RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS S73°59'59"E 39.07' THENCE S64°02'44"E 239.63', THENCE N25°57'16"E 446.55', THENCE S69°30'00"E 299.32', THENCE S12°59'18"W 261.54', THENCE S77°00'42"E 50.00', THENCE S21°45'00"E 412.00', THENCE S19°02'19"W 592.09', THENCE S11°38'08"E 299.00', THENCE S71°38'08"E 77.73', THENCE S27°35'00"E 190.56', THENCE S17°17'31"E 50.00', THENCE S48°23'40"E 433.92', THENCE S40°15'00"E 427.87', THENCE S09°30'18"W 99.94', THENCE S57°27'59"W 241.87', THENCE N54°31'12"W 249.77', THENCE N65°22'31"W 371.26', THENCE N77°25'03"W 358.04', THENCE N03°13'33"W 250.00', THENCE N77°25'03"W 100.00', THENCE N03°13'33"W 200.00', THENCE N77°25'03"W 145.96', CONTAINING: 58.628 ACRES, MORE OR LESS.

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 14th day of August, 1994.

LINCOLN NORTH, INC., a Colorado corporation and General Partner of Lincoln Highlands I Limited, a Colorado limited partnership
HIGHLANDS MANAGEMENT GROUP, INC., a Colorado corporation and General Partner of Lincoln Highlands I Limited, a Colorado limited partnership
BY: Kenneth M. Adams, President
BY: Nick J. Hackstock, President

STATE OF COLORADO)
COUNTY OF SUMMIT)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 14th DAY OF AUGUST, 1994, BY KENNETH M. ADAMS, PRESIDENT, LINCOLN NORTH, INC., A COLORADO CORPORATION, ON BEHALF OF SUCH CORPORATION.
MY COMMISSION EXPIRES: June 01, 1998

Notary Public: Dawn R. Anderson

STATE OF COLORADO)
COUNTY OF SUMMIT)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 14th DAY OF AUGUST, 1994, BY NICK J. HACKSTOCK, PRESIDENT, LINCOLN HIGHLANDS MANAGEMENT GROUP, INC., A COLORADO CORPORATION, ON BEHALF OF SUCH CORPORATION.
MY COMMISSION EXPIRES: June 10, 1998

Notary Public: Dawn R. Anderson

THE HIGHLANDS SUBDIVISION

AT BRECKENRIDGE

SHEET 1 OF 3

A PORTION OF THE FAIRVIEW PLACER M.S. 13660; AND ALL OF THE LAKE SUPERIOR PLACER M.S. 12586; RED ROVER LODE M.S. 11494; BONNIE NELSON LODE M.S. 11494; MAGNUM BONUM PLACER M.S. 3139; EXCELSIOR PLACER M.S. 14463; SHAKESPEARE LODE M.S. 12468; ELLA LODE M.S. 12468; EDA LODE M.S. 12468; EAGLE LODE M.S. 12468; ST. PAUL LODE M.S. 4273; FOX LAKE LODE M.S. 3477; IRA ROBERTS LODE M.S. 3478; A PORTION OF THE LINCOLN LODE M.S. 4216; HAYES LODE M.S. 4217; DIANA LODE M.S. 4218; SULTANA LODE M.S. 4219; W.B. STEPHENSON LODE M.S. 3674; SILVER BOOM LODE M.S. 2532; BRECKENRIDGE LODE M.S. 6922; COMO LODE M.S. 6922; CLEVELAND LODE M.S. 6686; MOLLIE B. LODE M.S. 6686; CLEVELAND PLACER LOT 1, M.S. 6771; GEORGE WASHINGTON LODE M.S. 6771; CLEVELAND PLACER LOT 2, M.S. 6771; SNOW BANK LODE M.S. 6771; CLEVELAND PLACER LOT 3, M.S. 6771; STONEWALL JACKSON LODE M.S. 6771; CLEVELAND PLACER LOT 4, M.S. 6771; BED ROCK LODE M.S. 6771; CLEVELAND PLACER LOT 5, M.S. 6771; LYING WHOLLY WITHIN SECTIONS 19 AND 30, TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE 6TH PRINCIPAL MERIDIAN, SITUATE IN THE TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 9, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 30 BEARS S18°32'19"W 3244.63', WHICH POINT IS THE TRUE POINT OF BEGINNING, THENCE N07°12'27"W 375.58' ALONG SAID RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 5690.00' RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS N06°32'27"W 132.90' ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 1950.00' RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N09°48'27"W 268.00' ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 1106.00' RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS N06°31'42"W 278.00' ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 1870.00' RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS N02°43'03"E 131.10' ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 1005.00' RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N03°48'37"W 297.70' ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 437.50' RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS N15°19'57"W 124.70' ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 517.50' RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N15°14'57"W 146.00' ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 437.50' RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS N15°19'57"W 124.70' ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 318.10' RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS N11°03'15"W 135.52' ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 422.00' RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N06°44'12"W 117.20' ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 437.50' RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS N05°17'03"W 143.28' ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 925.00' RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS N06°14'03"E 65.40' ALONG SAID RIGHT-OF-WAY, THENCE TO CORNER NO. 13 OF SAID FAIRVIEW PLACER, A COMMON CORNER WITH SILVER SHEKEL FILING #1, THENCE ALONG THE ARC OF A 199.09' RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N43°57'01"E 204.11', THENCE ALONG THE ARC OF A 990.56' RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS N17°54'39"E 165.72', THENCE ALONG THE ARC OF A 90.00' RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS S70°39'15"E 147.45', THENCE N54°20'45"E 74.85', THENCE S13°06'45"W 45.00', THENCE S76°53'15"E 558.44', THENCE S65°14'14"E 1183.87', THENCE S62°08'50"W 1600.00', THENCE S55°50'04"E 361.28', THENCE N76°11'44"E 613.41', THENCE S23°52'07"E 3253.80', THENCE S00°11'28"E 1499.30', THENCE S79°25'25"W 139.54', THENCE S00°11'35"E 96.01', THENCE S71°38'03"W 89.29', CONTAINING: 236.92 ACRES, MORE OR LESS.

800°04'27"E 650.99' TO CORNER NO. 6 OF SAID CLEVELAND PLACER, COMMON WITH THE NORTHWEST CORNER OF HURON HEIGHTS, THENCE S57°27'59"W 599.25' ALONG THE ARC OF A 300.00' RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N05°54'51"W 159.53', THENCE N09°30'18"E 99.94' ALONG THE ARC OF A 649.33' RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N15°51'14"E 143.61', THENCE N40°15'00"W 427.87' THENCE N48°23'40"W 433.92' THENCE N17°17'31"W 50.00' ALONG THE ARC OF A 290.00' RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N67°33'44"E 52.02', THENCE N27°35'00"W 190.56' THENCE N71°38'08"W 77.73' THENCE N11°38'08"W 299.00' THENCE N19°02'19"E 592.09' THENCE N21°45'00"W 412.00' THENCE N77°00'42"W 50.00' THENCE N12°59'18"W 261.54' THENCE N65°30'00"W 299.32' THENCE S25°57'16"W 446.55' THENCE N64°02'44"W 239.63' THENCE N06°01'45"E 360.68' THENCE S84°20'00"W 220.00' THENCE S09°45'13"E 403.92' THENCE S26°58'17"W 44.70' THENCE N66°44'15"W 154.94' TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 9, THE TRUE POINT OF BEGINNING. CONTAINING: 236.92 ACRES, MORE OR LESS.

BRECKENRIDGE PLANNING COMMISSION CERTIFICATE
APPROVED THIS 30th DAY OF MAY, 1994, TOWN PLANNING COMMISSION, BRECKENRIDGE, COLORADO

BRECKENRIDGE TOWN COUNCIL CERTIFICATE
APPROVED THIS 10th DAY OF MAY, 1994, TOWN COUNCIL, BRECKENRIDGE, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT 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:
TOWN CLERK
CHAIRMAN

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 THIS 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.

TOWN CLERK'S CERTIFICATE
STATE OF COLORADO)
TOWN OF BRECKENRIDGE)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 1 O'CLOCK, P.M. THIS 14th DAY OF SEPTEMBER, 1994, AND IS DULY RECORDED.

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 DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS: 41854

DATED THIS 14th DAY OF September, 1994.

SUMMIT COUNTY ABSTRACT COMPANY
BY: Dawn R. Anderson
Agent for First American Title Insurance Company

ENGINEER'S CERTIFICATE
ALL ROAD AND DRAINAGE IMPROVEMENTS ARE TO BE CONSTRUCTED ACCORDING TO ROAD AND DRAINAGE PLANS THAT HAVE BEEN APPROVED FOR CONSTRUCTION BY THE BRECKENRIDGE TOWN ENGINEER.

Notary Public: Jim A. Felt

PLAT NOTES

- 1. The real property within The Highlands at Breckenridge, First Filing, is subject to the provisions of the Declaration of Land Use Restrictions for The Highlands at Breckenridge recorded August 19, 1994, at Reception No. _____, as the same may be amended or supplemented.
- 2. Lincoln Highlands I Limited, a Colorado limited partnership ("Declarant"), hereby reserves to itself and its successors in interest and assigns a perpetual easement in, over, through and under the portions of the First Filing designated on the Plat as "Private Open Space and Drainage Easement," which easement may be used (a) for the construction, maintenance, repair and reconstruction of drainage facilities upon such land and for the drainage of waters flowing from other lands, and (b) picnic areas and shelters, playing fields, playgrounds, landscape improvements, pools, streams, ponds, street lighting, project identification signage, use-control signage, pedestrian easements, access and trail easements and underground utilities or other similar uses approved by the Board of Directors of The Highlands at Breckenridge Property Owners' Association (the "Association").
- 3. Declarant hereby grants, dedicates and conveys to the Town of Breckenridge, State of Colorado, in fee simple, for public use, Highlands Drive and Forest Circle, as shown hereon. 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, Declarant is hereby released from any liability associated with such dedication and public use of Highlands Drive and Forest Circle, including without limitation, liability associated with construction, maintenance and repair of such roads.
- 4. 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 First Filing designated on the Plat as "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, skimobile, golf cart or other motorized vehicle shall be permitted on such Trail Easement. No horses or similar animals, whether being ridden or walked, 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 use of such Trail Easement and the right to assign such right to the Association.
- 5. Declarant hereby reserves to itself and its successors in interest in Lots 25, 26, 27, 28 and 29 (the "Benefitted Lots") a nonexclusive, perpetual easement in, over, through and under the portions of such Lots designated on the Plat as "Private Access and Utility Easement" (the "Driveway Easement"). The Driveway Easement may be used (a) by the owner of each Benefitted Lot and his or her lessees and guests for ingress to and egress from Highlands Drive 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 purposes, including, without limitation, parking of vehicles or storage. The owner of each Benefitted Lot shall be responsible for twenty percent of all reasonable expenses incurred in connection with the repair or maintenance of the Driveway Easement. Each such owner may order any repair or maintenance work on the Driveway Easement that he or she deems reasonably necessary or appropriate to maintain the 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 the Driveway Easement. Any owner paying more than his or her allocated percentage share of repair or maintenance costs relating to the Driveway Easement shall be entitled to reimbursement from each of the other owners of their respective allocated percentage shares 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.
- 6. The dashes located within Lots 1 through 14 (both inclusive) and Lots 22, 23, 27, 30, 31 and 32 designate the "building envelope" for each such lot. The location of any dwelling on any such lot shall be within the building envelope designated hereon for such lot or within 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. 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.
- 7. By acceptance of a deed to a lot burdened or benefited by easements described in notes set forth above, the owners thereof agree to indemnify and hold harmless Declarant and the Highlands at Breckenridge Property Owners' 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.

SURVEYOR'S CERTIFICATE
I, RAYMOND D. MCGINNIS, A COLORADO REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT OF THE HIGHLANDS AT BRECKENRIDGE SUBDIVISION TO THE TOWN OF BRECKENRIDGE WAS PREPARED BY ME FROM A SURVEY MADE BY ME, AND THAT BOTH THIS PLAT AND THE SURVEY ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Notary Public: Raymond D. McGinnis

CLERK AND RECORDER'S CERTIFICATE
STATE OF COLORADO)
COUNTY OF SUMMIT)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 10:40 O'CLOCK, A.M. THIS 14th DAY OF September, 1994, AND FILED UNDER RECEPTION NUMBER 476056

Notary Public: Bill Bonds

Covenants # 476057

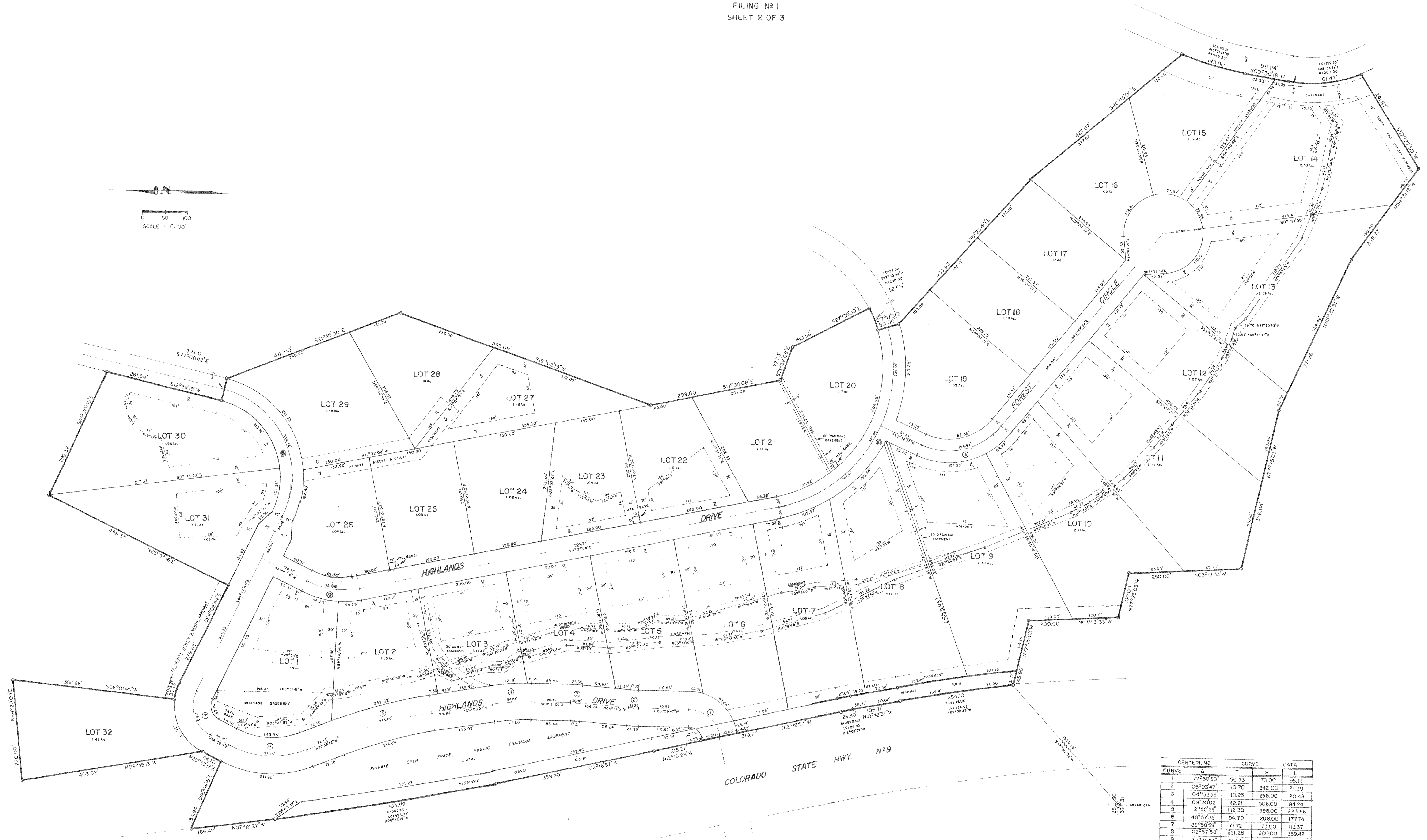
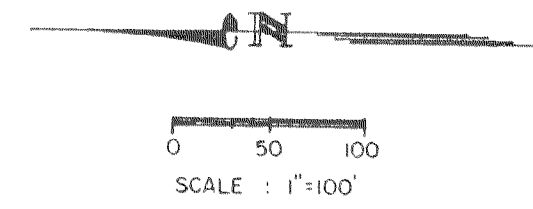
Notary Public: Bill Bonds

THE HIGHLANDS SUBDIVISION

AT BRECKENRIDGE

FILING № 1

SHEET 2 OF 3



CURVE	Δ	T	R	L
1	77°50'50"	56.53	70.00	95.11
2	05°03'47"	10.70	242.00	21.39
3	04°32'55"	10.25	258.00	20.48
4	09°30'02"	42.21	508.00	84.24
5	12°50'25"	112.30	998.00	223.66
6	48°57'36"	94.70	208.00	177.74
7	88°58'59"	71.72	73.00	113.37
8	102°57'58"	251.28	200.00	359.42
9	37°35'24"	61.26	180.00	118.09
10	95°39'23"	347.74	315.00	525.90
11	74°25'06"	113.39	150.00	194.83

ADDITIONAL PLAT NOTES

8. 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 the First Filing designated on the Plat as (a) "Drainage Easement," which easements may be used solely for the purpose of constructing, operating, maintaining, and repairing drainage facilities, and (b) "Private Open Space, Public Drainage Easement," which easement may be used solely for the purposes of constructing, operating, maintaining and repairing drainage facilities, and the drainage and storage of water from other land. The use of such Public Drainage Easement shall not unreasonably interfere with the use of the area as Private Open Space. Upon acceptance of the dedication of such 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 Public Drainage Easement and the facilities associated therewith, including without limitation, liability associated with maintenance and repair of such easements and facilities. Declarant reserves the right to place reasonable restrictions on the use of such Drainage Easements and Public Drainage Easement and the right to assign such right to the Association.

9. Declarant hereby reserves to itself and its successors in interest in Lot 32 a perpetual, nonexclusive easement in, through and under that portion of the First Filing designated on the Plat as "Private Utility and Sewer Easement," which easement may be used for the installation by Declarant and the maintenance, repair and use by the owner of Lot 32 of underground utilities and underground sewage facilities serving Lot 32. The owner of Lot 32 shall be solely responsible for the performance and cost of all repair and maintenance of utilities and facilities within the Private Utility and Sewer Easement, and, by the acceptance of a deed to Lot 32, shall be deemed to have released Declarant from any and all liability associated with the construction, maintenance and repair of such utilities and facilities. Each subsequent owner of Lot 32, by acceptance of a deed to such Lot 32, shall be entitled to use the Private Utility and Sewer Easement for the purposes set forth above, and for no other purposes. Declarant reserves the right to place reasonable restrictions of the use of such easement, and the right to assign such right to the Association.

THE HIGHLANDS SUBDIVISION

AT BRECKENRIDGE

TRACT A
SHEET 3 OF 3

10. 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 the First Filing designated on the Plat as "Utility Easement," "Utl. Ease." and "Sewer and Utility Easement" (each a "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 3 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 use of such Utility Easements and the right to assign such right to the Association.

11. Declarant hereby reserves to itself and its successors in interest and assigns and hereby grants and conveys to the Breckenridge Sanitation District a perpetual, nonexclusive easement in, through and under those portions of the First Filing designated on the Plat as "Sewer Easement" and "Sewer and Utility Easement" (each a "Sewer Easement" and collectively, the "Sewer Easements"), which Sewer Easements may be used for the construction, maintenance, repair and reconstruction of underground sewage facilities. Except for the obligations of Declarant pursuant to the Subdivision Improvements Agreement described in Note 3 above, Declarant is hereby released from any liability associated with the use of such Sewer Easements, 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 Utility Easements and the right to assign such right to the Association.

12. Each Lot designated by number on the Plat for this First Filing is a Single-Family Residential Lot, as such term is defined in the Declaration of Land Use Restrictions for The Highlands at Breckenridge described in Note 1 above.

