AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION, made on the date hereinafter set forth by THE MILLSITE, LTD., a Colorado limited partnership, hereinafter referred to as "Declarant",

W I T N E S S E T t h i s:

WHEREAS, Declarant is the owner of certain property in the Town of Georgetown, County of Clear Creek, State of Colorado, which is more particularly described as The Millsite in Georgetown 2nd Amended, according to the recorded plat thereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.
DEFINITIONS

Section 1. "Association" shall mean and refer to The Millsite Homeowners Association, Inc., a Colorado not-for-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of that realty located within The Millsite in Georgetown 2nd Amended, except Lots 1-7 and 9-57 thereof, inclusive.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarat" shall mean and refer to The Millsite, Ltd., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II.
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to
such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) the right of individual owners to the exclusive use of those easements for purposes of access to the Lot, parking, and balcony uses, as reflected and designated on the recorded plat of The Millsite at Georgetown 2nd Amended.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not more than 1 automobile parking space in the Common Area, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. There shall be no specific assignment of such parking space, however.

ARTICLE III.

 EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.
ARTICLE IV.
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this
Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VI.

USE RESTRICTIONS UPON LOTS

Section 1. Permitted Uses of Lots. No Lot, or any improvement thereon, shall be used for any, except residential purposes, or uses commonly accessory to such residential use. No noxious or offensive activity shall be carried on upon any Lot, or upon the Common Area, nor shall anything be done or permitted which shall constitute a public nuisance.

Section 2. Minimum Floor Area. No structure shall be erected upon any Lot unless the aggregate floor area, exclusive of open porches and garages, shall be in excess of 800 square feet.

Section 3. Temporary Structures. No temporary structure or trailer shall be maintained upon any Lot, except as may be necessary during the period of construction of a permanent structure. The construction of all permanent structures shall be prosecuted diligently to completion and shall be completed within 12 months of commencement, except with the written consent of the Association, authorized by majority vote of the Directors thereof.

Section 4. Signs. No signs, billboards, poster boards or advertising structure of any kind shall be erected or maintained on any Lot or structure for any purpose whatsoever, except such signs as have been approved by the Association as reasonably necessary for the identification of residence.

Section 5. Livestock. No animals, livestock, horses or poultry of any kind except dogs, cats and other household pets shall be kept, raised or bred on any Lot.

ARTICLE VII.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall
be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. Where more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on October 15, 1973.

ARTICLE VII.
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property.
against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but a conveyance of a Lot shall not extinguish any prior accrued lien for such assessment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Thirty-two dollars ($132.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association
may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment
shall be adjusted according to the number of months remaining in
the calendar year. The Board of Directors shall fix the amount
of the annual assessment against each Lot at least thirty (30)
days in advance of each annual assessment period. Written notice
of the annual assessment shall be sent to every Owner subject
thereto. The due dates shall be established by the Board of
Directors. The Association shall, upon demand, and for a reason-
able charge, furnish a certificate signed by an officer of the
Association setting forth whether the assessments on a specified
Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies
of the Association. Any assessment not paid within thirty (30)
days after the due date shall bear interest from the due date
at the rate of 6 percent (6%) per annum. The Association may
bring an action at law against the Owner personally obligated to
pay the same, or foreclose the lien against the property. No
Owner may waive or otherwise escape liability for the assessments
provided for herein by non-use of the Common Area or abandonment
of his Lot.

Section 9. Subordination of the Lien to Mortgages.
The lien of the assessments provided for herein shall be subordin-
ate to the lien of any first mortgage, or of any first deed of
trust. Sale or transfer of any Lot shall not affect the assess-
ment lien. However, the sale or transfer of any Lot pursuant to
mortgage or trust deed foreclosure, or any proceeding in lieu
thereof, and the issuance of a Public Trustee's deed, or similar
conveyance or certificate, shall extinguish the lien of such
assessments as to payments which become due prior to such sale
or transfer, provided that, the Association, in such cases, shall
enjoy all rights in relation thereto as may be granted to a sub-
ordinate lien-holder under the laws of the State of Colorado.
No sale or transfer shall relieve such Lot from liability for
any assessments thereafter becoming due or from the lien thereof.
ARTICLE VIII.
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, executed or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX.
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term
of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 5. Amending. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 6. FHA VA Approval. As long as there is a Class I membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration, as the case may be, or continuation of this declaration of Covenants, Conditions, and Restrictions.

P. W. W. E. E., the undersigned, being the declarant herein, has executed and caused the hand and seal this 4th day of April 1972.

[Signature]

[Stamp]
STATE OF COLORADO  
COUNTY OF REAL SITE  

The foregoing instrument was acknowledged before me this  
26th day of April, 1975, by Joe Lott, Jr.,  
as President, and Theodore K. Gluchman, as Secretary,  
of The Millsite in Georgetown, Inc., a Colorado corporation,  
as the General Partner of The Millsite, Ltd., a limited partnership formed under the laws of the State of Colorado.  

My commission expires  

[Signature]  
Notary Public
FIRST OWNERS’ AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331, PAGES 517 THROUGH 528, INCLUSIVE, RECORDS OF THE CLERK AND RECORDER OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

By this instrument the undersigned, Owners as of September 16, 1977 at 12:01 P.M. of not less than ninety percent (90%) of the Lots subject to the aforesaid Declaration, do hereby modify and amend the Amended Declaration of Covenants, Conditions and Restrictions for The Millsite recorded April 13, 1972, in Book 331, Pages 517 through 528, inclusive, Records of the Clerk and Recorder of Clear Creek County, Colorado.

Authority for the below set forth Amendment is derived from Article IX, General Provisions, Section 3, of the Amended Declaration recorded in Book 331, Pages 517 through 528, inclusive, records of the Clerk and Recorder of Clear Creek County, Colorado.

There are no Class B memberships as they were converted to Class A memberships on or before October 15, 1973. (See Article VI, Section 2, Class B of the Amended Declaration for substantiation of conversion to Class A.)

Said Amendment shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.
1. The Article II, Section 2 is amended to read as follows:

Section 2. Compliance with Provisions of Declaration
Mandatory Delegation of Use. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully adopted and amended from time to time. Failure to comply with any of the same after notice of default shall be grounds for an action to recover sums due for damages, fines, or for injunctive relief, or both, and for reimbursement of all attorney's fees incurred in connection therewith, which action may be maintained by the Board of Directors or in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

2. The Article V, Section 4, is amended to read as follows:

Section 4. Signs. All signs, billboards, poster boards or advertising structure of any kind which shall be erected or maintained on any Lot or structure for any purpose whatsoever shall have been approved by the Board of Directors of the Association.

3. The Article VII, Section 2, is amended to read as follows:

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred
Thirty-two dollars ($132.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than $1 above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above $1 by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. The Article VII, Section 4 is amended to read as follows:

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments not to exceed $200.00 per year per lot, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

In the event amounts in excess of $200.00 per year per lot are needed for the above set forth purposes, said special assessment may be increased by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.
5. The Article VII, Section 7, is amended to read as follows:

Section 7. **Date of Commencement of Annual Assessments.**

**Due Dates.** The annual assessments provided for herein shall commence as to all Lots on which structural improvements have been started, are in progress, and/or have been completed on the first day of the month following the conveyance of the Common Area. On those Lots on which structural improvements are started after the date of conveyance of the Common Area, annual assessments shall commence on the first day of the month following the starting of such improvements. "Structural improvements" shall mean and refer to any activity, such as excavating or erection of forms for foundations, that would signify commencement of construction efforts.

The first annual assessment for any Lot shall be adjusted to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

6. The Article VII, Section 8 is amended to read as follows:

Section 8. **Effect of Nonpayment of Assessments.**

**Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent (12%) per annum. The Association
may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 517 THROUGH 522, INCLUSIVE,
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 18______________

inclusive, The Millsite.

Gerald R. Balfanz
Patricia A. Balfanz

STATE OF COLO

County of DENVER

The foregoing instrument was acknowledged before me

this 31st day of November, 1977, by ______________________

Gerald R. Balfanz and Patricia A. Balfanz

__________________________________________, record owner(s) of
Lot(s) 18______________________________, inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires: Dec 31, 1978
ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 351,
PAGES 517 THROUGH 528, INCLUSIVE.
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 11
inclusive, The Millsite.

[Signatures]

STATE OF CALIFORNIA \ss.
County of ORANGE)

The foregoing instrument was acknowledged before me
this 27 day of NOVEMBER, 1977, by

[Signatures]

John P. Webb and Jamie Lytle Webb

record owner(s) of
Lot(s) 11
inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

[Seal]

My Commission Expires: OCTOBER 26, 1977

[Signature]
ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 517 THROUGH 526, INCLUSIVE,
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 19
inclusive, The Millsite.

James G. Shull
Gayle L. Shull
Jim Shull
Richard G. Shull
Barbara J. Shull
Lawrence Stewart
Mary Stewart
Vernon M. Jones
Jane Ann Jones

STATE OF COLORADO
County of Clear Creek

The foregoing instrument was acknowledged before me
this 15th day of July, 1977, by James G. Shull,
Gayle L. Shull, Richard G. Shull, Barbara J. Shull, Lawrence
Stewart, Mary Stewart, Vernon M. Jones and Jane Ann Jones, record owner(s) of
Lot(s) 19, inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires:

373 PAGE 361
ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 517 THROUGH 528, INCLUSIVE,
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 7

inclusive, The Millsite.

Robert J. Maxwell

Frances E. Maxwell

STATE OF COLORADO } ss.
City and County of DENVER }

The foregoing instrument was acknowledged before me
this 10th day of November, 1977, by Robert J. Maxwell and Frances E. Maxwell

record owner(s) of
Lot(s) 7, inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 7-32-80

Notary Public

373  502
ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 517 THROUGH 528, INCLUSIVE,
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 5 inclusive, The Millsite.

Ronald V. Horn
Katherine Scarlett Horn

STATE OF )
) ss.
County of )

The foregoing instrument was acknowledged before me
this ___ day of ___, 19__, by

Ronald V. Horn and Katherine Scarlett Horn

record owner(s) of
Lot(s) 5 inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires: September 16, 1981
ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 517 THROUGH 528, INCLUSIVE,
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 14
inclusive, The Millsite.

Clay A. Orum

Hilda Jerich Orum

STATE OF )
County of ) ss.

The foregoing instrument was acknowledged before me
this 21 day of October, 1977, by ____________

Clay A. Orum and Hilda Jerich Orum

__________________________, record owner(s) of
Lot(s) 14 ______________, inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires: July 12, 1981
ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 517 THROUGH 528, INCLUSIVE,
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 1 and Lot 35
inclusive, The Millsites.

Francis E. Lehr
Ruth S. Lehr

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me
this ___ day of ____, 1977, by Francis E.
Lehr and Ruth S. Lehr

_____, record owner(s) of
Lot(s) No. 1 nd Lot No. 35, inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: ____________________

Notary Public

373 °C 665
ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 517 THROUGH 528, INCLUSIVE,
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 16
inclusively, The Millsite.

Albert Brenman

Rosalie R. Brenman

The foregoing instrument was acknowledged before me
this ___ day of ___ , 1972, by ____________

Albert Brenman and Rosalie R. Brenman

record owner(s) of
Lot(s) 16
inclusively, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires: April 26, 1978
ACKNOWLEDGMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 517 THROUGH 528, INCLUSIVE,
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 17 and Lot No. 36,
inclusive, The Millsite.

______________________________
Dorothy E. Lagger

STATE OF
) ss.
County of

The foregoing instrument was acknowledged before me
this __ day of __________, 1972, by

______________________________
Dorothy E. Lagger

record owner(s) of
Lot(s) 17 and Lot No. 36, inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

______________________________
Notary Public

My Commission Expires: ____________

373 667
ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 517 THROUGH 528, INCLUSIVE,
RECORDS OF THE CLERK AND RECORDER:
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 2
inclusive, The Millsite.

State of )
County of )

The foregoing instrument was acknowledged before me
this 14 day of 1977, by Marl E. Young
and Mary Frances Young

record owner(s) of Lot(s) 2
inclusive, The Millsite,

as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 517 THROUGH 528, INCLUSIVE,
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) No. 34 and No. 37, inclusive, The Millsite.

James L. Lytle
Eleanore B. Lytle

STATE OF )
County of ) ss.

The foregoing instrument was acknowledged before me this 11 day of APRIL, 1977, by
James L. Lytle and Eleanore B. Lytle

record owner(s) of Lot(s) No. 34 and No. 37, inclusive, The Millsite, as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires: APRIL 27, 1978

373 || 669
ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 517 THROUGH 528, INCLUSIVE,
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 3

inclusive, The Millsite.

[Signatures]

Thomas A. Bemhoff
Laura S. Bemhoff

STATE OF ( ) ss.
County of ( ) ss.

The foregoing instrument was acknowledged before me
this day of ( ) , 1977, by Thomas A.
Bemhoff and Laura S. Bemhoff

record owner(s) of
Lot(s) 3

inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

[Seal]
Notary Public

My Commission Expires: July 8, 1981

373 670
ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 517 THROUGH 528, INCLUSIVE,
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 12
inclusive, The Millsite.

[Signature]
Harold A. Norblom

STATE OF ____________
County of ____________

The foregoing instrument was acknowledged before me
this ____________ day of ____________, 1977, by ____________
Harold A. Norblom

_________________________________________, record owner(s) of
Lot(s) 12 ____________, inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
Notary Public

My Commission Expires: 7-11-79

373 ME 671
THE MILLSITE

Record owner(s) of Lot(s) 10, inclusive, The Millsite.

E. F. Glanz, President of DELVASCO, INC., Successor to Glanz & Killian Co.

STATE OF )
County of ) ss.

The foregoing instrument was acknowledged before me this 7th day of December, 1977, by E. F. Glanz, President of DELVASCO, INC., Successor to Glanz & Killian Co., record owner(s) of Lot(s) 10, inclusive, The Millsite, as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires:

April 15, 1980

373 of 672
ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 517 THROUGH 528, INCLUSIVE,
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 6
inclusive, The Millsite.

Betty J. Waschall
Betty J. Waschall

STATE OF Colorado
) ss.
County of Denver

The foregoing instrument was acknowledged before me
this 6th day of December, 1977, by

Betty J. Waschall

record owner(s) of
Lot(s) 6
inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

Mariano J. Luhrs
Notary Public

My Commission Expires: 4-15-79

373 PAGE 673
ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 517 THROUGH 528, INCLUSIVE.
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 22 thru 33, 38 thru 57,
inclusive. The Millsite.

[Signature]
Jack E. Wagenblast

STATE OF COLORADO

) ss.
City and County of Denver

The foregoing instrument was acknowledged before me
this 1st day of December, 1977, by

Jack E. Wagenblast

record owner(s) of
Lot(s) 22 thru 33, & 38 thru 57, inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires: 

- 373 PAGE 674
ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 33L,
PAGES 517 THROUGH 528, INCLUSIVE,
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 9
inclusive, The Millsite.

Melvyn I. Bemel
Shirley A. Bemel
Sol Flax
Dorothea Flax

STATE OF )

County of ) ss.

The foregoing instrument was acknowledged before me
this _____ day of December, 1977, by Melvyn I.
Bemel, Shirley A. Bemel, Sol Flax, and Dorothea Flax

record owner(s) of
Lot(s) 9 inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 11-15-79

Notary Public

373 673
ACtNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 317 THROUGH 528, INCLUSIVE.
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THL MILLSITE

Record owner(s) of Lot(s) 4

inclusive, The Millsite.

Timothy J. Flanagan

STATE OF )

) ss.

County of )

The foregoing instrument was acknowledged before me
this 28 day of December, 1972 by 

Timothy J. Flanagan

________________________________________, record owner(s) of
Lot(s) 4 ________________, inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: December 21, 1979

Notary Public

373 PAGE 676
SECOND OWNERS’ AMENDMENT
TO
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE MILLSITE
(Recorded 13 April 1972, in Book 331, at pages 517 through 528, inclusive
in the General Real Estate Records
in the
Office of the County Clerk and Recorder,
Clear Creek County, Colorado)

The undersigned, being the owner or one of the owners of the lots as set forth below of “The
Millsite In Georgetown, 2nd Amended” as shown and delineated upon the recorded plat
thereof (hereinafter referred to as the “Plat”), as recorded in the real estate records in the
Office of the County Clerk and Recorder of Clear Creek County, Colorado, and being
included within the definition of “Owner” as that term is defined in that certain “AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS” (which document,
as the same may have been heretofore amended or modified, is hereinafter referred to as
the “Declaration”) for the The Millsite In Georgetown, 2nd Amended, as recorded on 13
April 1972 in Book 331, at page 517, in the general real estate records in the Office of the
County Clerk and Recorder of Clear Creek County, Colorado, as amended by the “FIRST
OWNERS’ AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS RECORDED APRIL 13, 1972 IN BOOK 331, PAGES 517 THROUGH
528, INCLUSIVE, RECORDS OF CLEAR CREEK COUNTY, COLORADO”, as recorded on
01 February 1973 in Book 373, at page 5651, under Reception Number 64665, in the general
real estate records in the Office of the County Clerk and Recorder of Clear Creek County,
Colorado, and being an “Owner” and “Member” as those terms are defined in the “By-Laws
of the Millsite Homeowners Association, Inc.” (hereinafter referred to as the “By-Laws”),
pursuant to the provisions of Section 3 of Article IX of the Declaration, do hereby adopt the
following amendment and modification to the Declaration and the Plat:

1. With respect to those areas shown and delineated as Lots 38 through 57, inclusive,
and “Common Area B” on the Plat (being the same areas as designated on the plat
of “The Millsite In Georgetown” and the plat of “The Millsite In Georgetown, Amended”
and being also all of the property delineated on the plat of “On Silver Pond” as shown
and delineated upon the recorded plats thereof as recorded in the real estate records in the
Office of the County Clerk and Recorder of Clear Creek County, Colorado, all of which
property is hereinafter referred to as “On Silver Pond”), the covenants, conditions and
restrictions contained herein are hereby terminated and revoked to the end that henceforth
the Declaration and the terms thereof shall no longer be applicable to such
property or to the owners thereof.

2. On Silver Pond is hereby released from and no longer subject to the effect
and application of the Declaration, or the provisions thereof.

3. The owners of On Silver Pond shall henceforth not be members of the “The
Millsite Homeowners Association, Inc.” nor shall they be included within the definition of
“Owner” or “Member” as those terms are defined in the Declaration or the By Laws.

4. The owner of On Silver Pond shall henceforth not be subject to the terms and
conditions of the Declaration or the By Laws.

5. This Amendment may be executed in one or counterparts, each of which shall
be considered an original.

6. This Amendment shall run with the land and shall be binding upon all parties
now or hereafter claiming any right, title or interest in the property delineated on the Plat,
and their heirs, devisees, legatees, successors and assigns.

7. This Amendment shall become effective upon recordation of a copy of this
Amendment in the Office of the County Clerk and Recorder of Clear Creek County,
Colorado, with signature page attached executed by the Owners of seventy-five percent
(75.0000%) of the Lots shown and delineated on the Plat, pursuant to the authority
contained in and the requirements of Section 3 of Article IX of the Declaration.
IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date set after their respective names, to be effective, however as of the date set forth in paragraph 7 above.

WITNESS:

Signature: __________________________

Name (Print): ______________________

Date: ______________________

Owner of Lot(s): __________

WITNESS:

Signature: __________________________

Name (Print): ______________________

Date: ______________________

Owner of Lot(s): __________________

STATE OF __________________________

COUNTY OF _________________________

Before me, a notary public in and for the State and County aforesaid, personally appeared __________________________ known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this ______ day of _______, 19____.

My Commission expires: __________

Witness my hand and Official Seal:

______________________________
Notary Public

STATE OF __________________________

COUNTY OF _________________________

Before me, a notary public in and for the State and County aforesaid, personally appeared __________________________ known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this ______ day of _______, 19____.

My Commission expires: __________

Witness my hand and Official Seal:

______________________________
Notary Public

Page 2 of 02 Pages
STATE OF COLORADO,
County of: Clear Creek

I, Pat Phillips, County Clerk

and Recorder in and for said County, in the State aforesaid, do hereby certify that the foregoing is a
full, true and correct... photo copy... of General Power of Attorney recorded
as the same appears upon the records of my office.

Given under my hand and official seal, this 25th day of
July, A.D. 1992, 1:30 o'clock P.M.

[Signature]

County Clerk and Recorder
GENERAL POWER OF ATTORNEY
MANAGED
FROM ALL WE BY THESE PRESENTS, that J. DENNIS K. WILCE
the undersigned, of Post Office Box 179, City of Idaho Springs, County of Clear Creek, State of Colorado, residing at 1118 E. Pleasant St.,
Salt Lake City, State of Utah, do hereby make, constitute and appoint MARJORIE D. WILCE,
attorney in fact for me and in my name, place, and stead, and on my behalf, and for my use and benefit;
1. To exercise or perform any act, power, duty, right, or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or any person, firm, association, thing, business, real property or personal property, tangible or intangible property, or claim upon any of the foregoing, or any matter whatsoever;
2. To request, ask, demand, sue for, recover, collect, receive and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, dividends, interest, stock certificates, bonds, dividends, certificates of deposit, annuities, pension benefits and proceeds, any and all documents of title, choses in action, personal and real property, insurance policies, intangibles and tangible property and property rights, and to sign, execute, deliver, accept, endorse, transfer, indorse, assign, deliver, release, renew, extend, modify, reduce, and exchange and deliver for me, my use and for my benefit. To sue, cause and deliver for me, my use and benefit; and in my name, and in my behalf, and in my name, and in my behalf, and in my name;
3. To conduct, engage in, and transact any and all lawful business of whatever kind or kind for me, on my behalf, and in my name;
4. To make, receive, sign, endorse, execute, acknowledge, deliver and possess such applications, contracts, agreements, options, covenants, conveyances, leases, trust deeds, security agreements, bills of sale, leases, mortgages, withdrawal receipts and deposit instruments relating to accounts or deposits in banks, savings and loan or other institutions or mortgagors, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted. The powers herein granted to my attorney in fact shall specifically relate to, but shall not be limited to the real estate described in Exhibit A, if applicable, and other real estate and personal property attached hereeto, and in hand at the time of signing and other deposits without limitation and specifically including those listed in Exhibit B (if applicable) attached hereto.
5. In addition to the above, I grant to said attorney in fact all those powers enumerated in the Colorado Statutes, powers act as it now exists and those additional powers as the Act may hereafter be amended.
6. I grant to said attorney in fact full power and authority to do, take and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein personally, with full power of substitution or revocation, hereby
This instrument is to be construed and interpreted by reference to the statutes, laws, and case laws of the State of Colorado, as a general power of attorney. The execution of specific items, rights, acts, or powers herein is not intended to, and does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney.
In fact,
I, Andrew H. Wallach, do hereby certify that David E. Hunsley, the principal, was personally known to me to be the person whose name is subscribed to the power of attorney attached hereto before me this day, in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed, for the uses and purposes therein set forth.

David E. Hunsley, March 29, 1984

By Commission Expires: 12/04/1991
INDIANA

Witnesses my hand and official seal.

42 Inc. 007
IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date set forth in paragraph 7 above, to be effective, however as of the date set forth in paragraph 7 above.

Signature: [Signature]
Name (Print): Sue Ann Gay
Date: 4-6-98
Owner of Lot(s): 13

Signature: [Signature]
Name (Print): 
Date: 
Owner of Lot(s): 

STATE OF Colorado

COUNTY OF Teller

Before me, a notary public in and for the State and County aforesaid, personally appeared Sue Ann Gay, known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this 6th day of April, 1998.

My Commission expires: 11-19-93
My address is: 

Witness my hand and Official Seal:

[Signature]
Notary Public

STATE OF 

COUNTY OF 

Before me, a notary public in and for the State and County aforesaid, personally appeared [Name], known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this ___ day of___

My Commission expires: 
My address is: 

Witness my hand and Official Seal:

Notary Public

Page 2 of 02 Pages

BOOK 503 PAGE 0254
IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date set after their respective names, to be effective, however as of the date set forth in paragraph 7 above.

WITNESS:

Signature: ____________________________
Name (Print): Wilma E. Wagenblast
Date: 3/17/95
Owner of Lot(s): 1, 11, 17, 35, 36 & 37

WITNESS:

Signature: ____________________________
Name (Print): _______________________
Date: ________________________________
Owner of Lot(s): _______________________

STATE OF ______________ COUNTY OF ____________

Before me, a notary public in and for the State and County aforesaid, personally appeared Wilma E. Wagenblast known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this 17th day of March, 1995.

My Commission expires: 3/17/95 Witness my hand and Official Seal:

My address is: 1503 Oakwood Rd. Mount Pleasant, SC 29464

Notary Public

STATE OF ____________________________ COUNTY OF ____________

Before me, a notary public in and for the State and County aforesaid, personally appeared __________________ known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this ____ day of ____________ 19__

My Commission expires: ________________ Witness my hand and Official Seal:

My address is: __________________________

Notary Public

Page 2 of 02 Pages

BOOK 503 PAGE 0255
IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date set after their respective names, to be effective, however as of the date set forth in paragraph 7 above.

WITNESS:  
Name (Print): Nancy Van Broekhoven  
Date: 6/1/93  
Owner of Lot(s): 16  

WITNESS:  
Name (Print):  
Date:  
Owner of Lot(s):  

STATE OF  
COUNTY OF  

Before me, a notary public in and for the State and County aforesaid, personally appeared Nancy Van Broekhoven known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this 11th day of June, 1993.

My Commission expires:  
Witness my hand and Official Seal:  

My address is:  

STATE OF  
COUNTY OF  

Before me, a notary public in and for the State and County aforesaid, personally appeared known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this day of , 19__.

My Commission expires:  
Witness my hand and Official Seal:  

My address is:  

Notary Public
IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date set after their respective names, to be effective, however as of the date set forth in paragraph 7 above.

WITNESS:  
Signature:  
Name (Print): John Taylor  
Date: 4-5-93  
Owner of Lot(s) 10

WITNESS:  
Signature:  
Name (Print):  
Date:  
Owner of Lot(s)  

STATE OF Colorado  
COUNTY OF Clear Creek  

Before me, a notary public in and for the State and County aforesaid, personally appeared John Taylor known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this 5 day of April, 1993.

My Commission expires: 3-2-96  
My address is: P.O. Box 23  
Silver Plume, CO  

Witness my hand and Official Seal:

STATE OF  
COUNTY OF  

Before me, a notary public in and for the State and County aforesaid, personally appeared known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this day of 19__.

My Commission expires:  
My address is:  

Witness my hand and Official Seal:

Notary Public
IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date set after their respective names, to be effective, however as of the date set forth in paragraph 7 above.

WITNESS:  

[Signature]  
Name (Print): Caroline M. Parker  
Date: 7/5/13  
Owner of Lot(s): 15

WITNESS:  

[Signature]  
Name (Print):  
Date:  
Owner of Lot(s):  

STATE OF Colorado  
COUNTY OF Clear Creek

Before me, a notary public in and for the State and County aforesaid, personally appeared Caroline M. Parker known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this 15th day of April, 1993.

My Commission expires: 5-23-96  
Witness my hand and Official Seal:

STATE OF  
COUNTY OF  

Before me, a notary public in and for the State and County aforesaid, personally appeared _______ known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this ______ day of ______, 19____.

My Commission expires:  
Witness my hand and Official Seal:

My address is:  

Notary Public
IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date set after their respective names, to be effective, however as of the date set forth in paragraph 7 above.

Town of Georgetown,
a Colorado Municipal Corporation

WITNESS:

Signature: ____________________________
Name (Print): E.H. THompson
Date: 5-11-93
Owner of Lot(s): 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 & 33.

WITNESS:

Signature: ____________________________
Name (Print): ____________________________
Date: ____________________________
Owner of Lot(s): ____________________________

STATE OF Colorado
COUNTY OF Clear Creek

Before me, a notary public in and for the State and County aforesaid, personally appeared E.H. THompson known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this 11th day of May, 1994.

My Commission expires: 1-29-94
Witness my hand and Official Seal:

My address is: 404 11th St., Georgetown, Co 80444
Notary Public

STATE OF ____________________________
COUNTY OF ____________________________

Before me, a notary public in and for the State and County aforesaid, personally appeared ____________________________ known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this ______ day of ______, 19__.

My Commission expires: ________________
Witness my hand and Official Seal:

My address is: ____________________________

Notary Public

Page 2 of 02 Pages
Second Owners' Amendment to
Declaration of Covenants, Conditions and Restrictions
The Millsite In Georgetown, 2nd Amended

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date set after their respective names, to be effective, however as of the date set forth in paragraph 7 above.

WITNESS:

Signature: [Signature]
Name (Print): Gary L. Wilkins
Date: 7-12-93
Owner of Lot(s): 15

WITNESS:

Signature: [Signature]
Name (Print): Anne D. Wilkins
Date: 7-12-93
Owner of Lot(s): 18

STATE OF COLORADO
COUNTY OF CHAFFEE

Before me, a notary public in and for the State and County aforesaid, personally appeared Gary L. Wilkins known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this 27th day of July,

My Commission expires: 8/19/95
My address is: 2800 S. 937 301-9W, CO 80452
Witness my hand and Official Seal:

Notary Public

STATE OF
COUNTY OF

Before me, a notary public in and for the State and County aforesaid, personally appeared known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this day of ,

My Commission expires: 
My address is:

Witness my hand and Official Seal:

Notary Public
IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date set after their respective names, to be effective, however as of the date set forth in paragraph 7 above.

<table>
<thead>
<tr>
<th>WITNESS:</th>
<th>Signature: [Signature]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (Print): Edward S. Wilson</td>
<td></td>
</tr>
<tr>
<td>Date: 7/23/93</td>
<td></td>
</tr>
<tr>
<td>Owner of Lot(s): 10 through 20 On Silver Pond Plat</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WITNESS:</th>
<th>Signature: [Signature]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (Print): [Name]</td>
<td></td>
</tr>
<tr>
<td>Date: [Date]</td>
<td></td>
</tr>
<tr>
<td>Owner of Lot(s): [Lot(s)]</td>
<td></td>
</tr>
</tbody>
</table>

STATE OF COLORADO

COUNTY OF CLEAR CREEK

Before me, a notary public in and for the State and County aforesaid, personally appeared Edward S. Wilson, known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this 22 day of July 19__.

My Commission expires: 3/15/25

Witness my hand and Official Seal: [Seal]

My address is: 206 Box 237 80452 CO

Notary Public

STATE OF [State]

COUNTY OF [County]

Before me, a notary public in and for the State and County aforesaid, personally appeared [Name], known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this ___ day of ____, 19__.

My Commission expires: [Expiration Date]

Witness my hand and Official Seal: [Seal]

My address is: [Address]

Notary Public
IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date set after their respective names, to be effective, however as of the date set forth in paragraph 7 above.

WITNESS:

Signature: [Signature]
Name (Print): William L. Smyth
Date: 7/11/93
Owner of Lot(s): 4

WITNESS:

Signature: [Signature]
Name (Print): Eileen C. Smyth
Date: 7/11/93
Owner of Lot(s): 4

STATE OF COCONINO

COUNTY OF COCONINO

Before me, a notary public in and for the State and County aforesaid, personally appeared [Name], known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this 11th day of JULY, 1993.

My Commission expires: 6/15/95

Witness my hand and Official Seal:

Notary Public

STATE OF _____________________________________________

COUNTY OF _________________________________________

Before me, a notary public in and for the State and County aforesaid, personally appeared [Name], known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this ___ day of ______________, 19__.

My Commission expires: ______________

Witness my hand and Official Seal:

My address is: __________________________

Notary Public
IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date set after their respective names, to be effective, however as of the date set forth in paragraph 7 above.

WITNESS:  

Signature:  

Name (Print): Stephen L. Flocke

Date: 8/5/83

Owner of Lot(s): On Silver Pond Plat

WITNESS:  

Signature:  

Name (Print):  

Date:  

Owner of Lot(s):  

STATE OF (COLORADO)  

Georgetown COUNTY OF CLEAR CREEK

Before me, a notary public in and for the State and County aforesaid, personally appeared STEPHEN FLOCKE, known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this 5 day of AUG 1993.

My Commission expires: 8/9/95  
Witness my hand and Official Seal:  

My address is: PO BOX 2000  

Notary Public  

GEORGETOWN 80139

STATE OF (   )  

COUNTY OF (   )

Before me, a notary public in and for the State and County aforesaid, personally appeared  known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this day of 19

My Commission expires:  
Witness my hand and Official Seal:  

My address is:  

Notary Public  

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IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date set forth in their respective names, to be effective, however as of the date set forth in paragraph 7 above.

WITNESS:

Signature: ________________________________
Name (Print): ________________________________
Date: ________________________________
Owner of Lot(s): ___

WITNESS:

Signature: ________________________________
Name (Print): ________________________________
Date: ________________________________
Owner of Lot(s): ___

STATE OF ____________________________

COUNTY OF ____________________________

Before me, a notary public in and for the State and County aforesaid, personally appeared ____________ known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this ______ day of ________, 19____.

My Commission expires: ____________
Witness my hand and Official Seal:
My address is: ____________

Notary Public

STATE OF ____________________________

COUNTY OF ____________________________

Before me, a notary public in and for the State and County aforesaid, personally appeared ____________ known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed this ______ day of ________, 19____.

My Commission expires: ____________
Witness my hand and Official Seal:
My address is: ____________

Notary Public

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