

Recorded APR 13 1972 at 45 O'clock P.M.
Reception No. 56167 Richard V. Giles, Recorder.

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 H:

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. "Declarant" 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 V.

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 VI.

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. When 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 reasonable 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 subordinate to the lien of any first mortgage, or of any first deed of trust. Sale or transfer of any Lot shall not affect the assessment 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 subordinate 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, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showin 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 4. Annexation. 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 5. FIA VA Approval. As long as there is a Class Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: acquisition of additional properties, dedication of additional land, and amendment of this Declaration of Covenants, Conditions and Restrictions.

I, JOHN W. SLOTT, the undersigned, being the Declarant herein, has executed this deed and seal this 4th day of April, 1972.

THE MILLSITE, INC., a limited membership,

THE MILLSITE IN DEED OF 1972, C., a Colorado corporation, the General Manager thereof.

By Joe Lott

Witness:

Theodore A. Reichman



STATE OF COLORADO

_____ COUNTY OF Pece Creek } ss.

The foregoing instrument was acknowledged before me this 4th day of April, 1972, by Joe Loat, Jr., as President, and Theodore K. Gleichman, 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 My Commission expires Dec. 7, 1975.



Laelike M. Parker
Notary Public

Recorded FEB 1 1978 at 12⁰⁵ O'clock P.M.
Reception No. 84466 Margaret V. Chiles, Recorder

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.

AMENDMENTS

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 3, 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 5% 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 6% 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 528, 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
Gerald R. Balfanz

Patricia A. Balfanz
Patricia A. Balfanz

STATE OF Colorado)
County of) ss.
DENVER)

The foregoing instrument was acknowledged before me
this 23rd 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.

Susan G. West
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.

John P. Webb
John P. Webb

Jamie Lytle Webb
Jamie Lytle Webb

STATE OF CALIFORNIA)
County of ORANGE) ss.

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

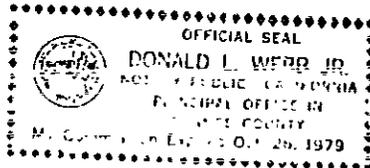
John P. Webb and Jamie Lytle Webb

_____, 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.

Ronald L. Webb, Jr.
Notary Public

My Commission Expires: OCTOBER 26, 1977



ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
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RECORDED APRIL 13, 1972 IN BOOK 331,
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THE MILLSITE

Record owner(s) of Lot(s) 19

inclusive, The Millsite.

James G. Shull
James G. Shull

Gayle L. Shull
Gayle L. Shull

Richard G. Shull
Richard G. Shull

Barbara J. Shull
Barbara J. Shull

Lawrence Stewart
Lawrence Stewart

Mary Stewart
Mary Stewart

Vernon M. Jones
Vernon M. Jones

Jane Ann Jones
Jane Ann Jones

STATE OF MISSOURI)
County of JACKSON) ss.

The foregoing instrument was acknowledged before me
this 14th day of November, 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.

Sandra Kay Eyrich
Notary Public
SANDRA KAY EYRICH M.C. 5141

My Commission Expires: _____



ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
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RECORDED APRIL 13, 1972 IN BOOK 331,
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OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

Record owner(s) of Lot(s) 5

inclusive, The Millsite.

Ronald V. Horn
Ronald V. Horn

Katherine Scarlett Horn
Katherine Scarlett Horn

STATE OF _____)
County of _____) ss.

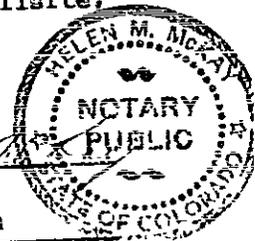
The foregoing instrument was acknowledged before me
this _____ day of _____, 1977, by _____
Ronald V. Horn and Katherine Scarlett Horn
_____, record owner(s) of
Lot(s) 5, inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

Helen M. McKay
Notary Public

My Commission Expires: September 14, 1981

My Commission Expires: _____



ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
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OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

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

Clay A. Orum
Clay A. Orum

Hilda Jerich 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.

Jean C. Hill
Notary Public

My Commission Expires: _____ 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 Millsite.

Francis E. Lehr
Francis E. Lehr

Ruth S. Lehr
Ruth S. Lehr

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me
this 16 day of October, 1977, by Francis E.
Lehr and Ruth S. Lehr
_____, record owner(s) of
Lot(s) No. 1 and Lot No. 35, inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

Carmy Williams
Notary Public

My Commission Expires: _____ My Commission



ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
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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,
inclusive, The Millsite.

Albert Brenman
Albert Brenman

Rosalie R. Brenman
Rosalie R. Brenman

STATE OF)
County of) ss.
)

The foregoing instrument was acknowledged before me
this 17 day of October, 1977, by _____
Albert Brenman and Rosalie R. Brenman
_____, record owner(s) of
Lot(s) 16, inclusive, The Millsite,
as of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

Walter R. Wright
Notary Public

My Commission Expires: April 26, 1978

ORC

ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
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OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

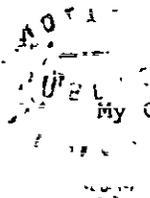
Record owner(s) of Lot(s) 17 and Lot No. 36,
inclusive, The Millsite.

Dorothy E. Lagger
Dorothy E. Lagger

STATE OF)
County of) ss.

The foregoing instrument was acknowledged before me
this 16 day of October, 1977, 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.



Ruth M. S...
Notary Public

My Commission Expires: Sept. 11, 1980

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.

Merl E. Young
Merl E. Young
Mary Frances Young
Mary Frances Young
B

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me
this 16th day of Sept, 1977, by Merl E.
Young and Mary Frances Young

_____, record owner(s) of
lot(s) 2, inclusive, The Millsite,

at _____, at _____, at _____
at _____ of 12:01 P.M., September 16, 1977.

WITNESS MY HAND AND OFFICIAL SEAL.

Thomas J. Schubert
Notary Public

My Commission Expires: _____ My Commission expires March 20, 1984



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
James L. Lytle
Eleanore B. Lytle
Eleanore B. Lytle

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me
this 16 day of SEPTEMBER, 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.

Helen L. Lytle
Notary Public

My Commission Expires: April 28, 1978



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.

Thomas A. Bennhoff
Thomas A. Bennhoff

Laura S. Bennhoff
Laura S. Bennhoff

STATE OF Colorado)
County of Clear Creek) ss.

The foregoing instrument was acknowledged before me
this 16 day of October, 1977, by Thomas A.
Bennhoff and Laura S. Bennhoff

_____, 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.

Harry Joseph Dulla
Notary Public

My Commission Expires: My Commission Expires June 7, 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

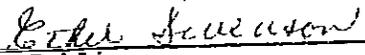
Record owner(s) of Lot(s) 12
inclusive, The Millsite.


Harold A. Norblom

STATE OF Colorado)
County of Clear Creek) ss.

The foregoing instrument was acknowledged before me
this 16 day of Sept, 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.


Notary Public

My Commission Expires: 9-11-79

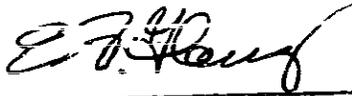


ACKNOWLEDGEMENT PERTAINING TO AND ATTACHED TO
FIRST OWNERS' AMENDMENT TO AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED APRIL 13, 1972 IN BOOK 331,
PAGES 517 THROUGH 528, INCLUSIVE,
RECORDS OF THE CLERK AND RECORDER
OF CLEAR CREEK COUNTY, COLORADO

THE MILLSITE

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

E. F. Glanz, President of
DELEASCO, 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
DELEASCO, 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.

Alberta Sheeh
Notary Public

My Commission Expires: April 15, 1980



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)
County of Denver) ss.

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.

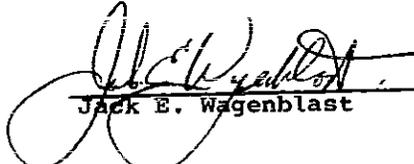
Karen D. Lewis
Notary Public

My Commission Expires: 4-15-80

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.



Jack E. Wagenblast

STATE OF Colorado)
City and County of Denver) ss.

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



Notary Public
My Commission Expires: _____
My Commission Expires: _____, 1978.

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) 9

inclusive, The Millsite.

Melvyn I. Bemel

Melvyn I. Bemel

Shirley A. Bemel

Shirley A. Bemel

Sol Flax

Sol Flax

Dorothea Flax

Dorothea Flax

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me
this 16 day of November, 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.

Dorcas Parker
Notary Public

My Commission Expires: 11-15-79

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) 4

inclusive, The Millsite.

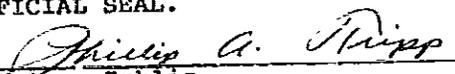

Timothy J. Flanagan

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me
this 28 day of December, 1977, 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.


Notary Public

My Commission expires Dec. 21, 1979

My Commission Expires: _____



84466

Recorder's Office
STATE OF COLORADO
Clear Creek County, Colorado

I hereby certify that the within instrument

was recorded on the

of SEP 1 1978 at 4:05

of 1 M. and recorded in Book

No. 117

MILBERT V. STONE
COUNTY CLERK

Deputy

46.00

By George H. Stone
Return to: Hochstadt Stone & Co. P.C.
Suite 100 Lincoln Plaza Bldg
1710 Broadway
Denver, CO 80202

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 of one or more 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 1978 in Book 373, at page 565-1, under Reception Number 8-1-68, 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 so 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 in the Declaration 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 pages attached executed by the Owners of seventy-five per cent (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.

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: Dennis R. Wamsley

Name (Print): Dennis R. Wamsley

Date: 5/11/93

Owner of Lot(s) 6

WITNESS:

Signature: _____

Name (Print): _____

Date: _____

Owner of Lot(s) _____

STATE OF COLORADO
COUNTY OF GLENN CREEK

Before me, a notary public in and for the State and County aforesaid, personally
appeared MARJORIE E. WAMSLEY N.S. ATTORNEY
IN FACT FOR DENNIS R. WAMSLEY 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,
1993.

My Commission expires: 8/15/95

Witness my hand and Official Seal:

My address is:

P.O. BOX 937
TRUSSVILLE, CO
80457

[Signature]
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

County of Clear Creek

ss.

I, Pam 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 8-3-84 in Book 432, Page 036, Reception #123092.

Given under my hand and official seal, this 29th day of

July, A. D. 19 82, 1:36 o'clock P. M.

Pam Phillips

County Clerk and Recorder

AND WHEREAS I, the undersigned, do hereby make, constitute and appoint MARGIE E. STANLEY, of Post Office Box 179, City of Idaho Springs, State of Colorado, my true and lawful 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 lease, right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, firm, transaction, 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, deposits, interests, bequests, devises, notes, interests, and certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits (both private and through any governmental agency), insurance benefits and proceeds, any and all accumulations of title, choses in action, personal and real property, intangible and tangible property and property rights, and interests whatsoever, liquidated or unliquidated, in now are, or shall hereafter become owned by, or due, being, payable, or belonging, to me or in which I have or may hereafter acquire an interest, to have, use, and take all lawful ways and equitable and legal remedies, proceedings, and suits in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute and deliver for me, on my behalf, and in my name, acknowledgments, acquittances, releases, receipts, or other sufficient discharges for the same.

3. To conduct, engage in, and transact any and all lawful business of whatever nature 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, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, checks, drafts, notes, stock certificates, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, 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 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) attached hereto, and to bank accounts 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 Fiduciaries 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 granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

7. 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 enumeration of specific items, rights, acts, or powers herein is not intended to, nor 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.

123092

GENERAL POWER OF ATTORNEY
IN WITNESS

CO:
SER
AUG 3 2 40 PM '84

KNOW ALL MEN BY THESE PRESENTS, that I, DENNIS R. HANSLEY
the undersigned, of Post Office Box 179, City of Idaho Springs, County of
Clear Creek, State of Colorado, reposing special trust and confidence in
MARJORIE E. HANSLEY, do hereby make, constitute and appoint MARJORIE E. HANSLEY,
of Post Office Box 179, City of Idaho Springs, State of Colorado, my true and
lawful 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
capacity to exercise or perform, in connection with, arising from, or relating to
any person, item, transaction, 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, deposits, legacies, bequests, devises, notes, interests,
stock certificates, bonds, dividends, certificates of deposit, annuities, pension
and retirement benefits (both private and through any governmental agency), insurance
benefits and proceeds, any and all documents of title, choses in action, personal and
real property, intangible and tangible property and property rights, and
demands whatsoever, liquidated or unliquidated, as now are, or shall hereafter
become earned by, or due, owing, payable, or belonging to me or in which I have
or may hereafter acquire interest, to have, run, and take all lawful means and
equitable and legal remedies, procedures, and suits in my name for the collection
and recovery thereof, and to adjust, sell, compromise, and agree for the same, and
to make, execute and deliver for me, on my behalf, and in my name, all endorsements,
acquittances, releases, receipts, or other sufficient discharges for the same;

3. To conduct, engage in, and transact any and all lawful business
of whatever nature 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,
deeds, trust deeds, security agreements, bills of sale, leases, mortgages,
assignments, insurance policies, checks, drafts, notes, stock certificates, receipts,
withdrawal receipts and deposit instruments relating to accounts or deposits in,
or certificates of deposit of banks, savings and loan or other institutions or
associations, proofs of loss, evidences of debts, releases, and satisfaction of
mortgages, 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 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) attached hereto,
and to bank accounts 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 Fiduciaries 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
granted, as fully to all intents and purposes as I might or could do if
personally present, with full power of substitution or revocation, hereby
ratifying and confirming all that said attorney in fact, or his substitute or
substitution, shall lawfully do or cause to be done by virtue of this power of
attorney and the rights and powers herein granted.

7. 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 enumeration of specific items, rights, acts, or powers herein is not intended
to, nor 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.

432 036

8. I intend this to be a durable Power of Attorney pursuant to '73 Colorado Revised Statutes Chapter 15, Article 14, Section 501 (commonly referred to as the Colorado Probate Code) and "this Power of Attorney shall not be affected by disability of the principal." The authority that I, as principal, confer upon the attorney in fact shall be exercisable notwithstanding my subsequent disability, and the authority of the attorney in fact is exercisable by him as provided in this power on behalf of myself, as principal. All acts done by my attorney in fact pursuant to this power during any period of disability or incompetence shall have the same effect and inure to the benefit of and bind myself or my heirs, devisees, and personal representatives as if I were alive, competent and not disabled.

9. The rights, powers, and authority of said attorney in fact herein granted shall commence and be in full force and effect on 19, and such rights, powers and authority shall remain in full force and effect thereafter until terminated by written notice to my attorney in fact.

Dated JULY 21, 1984, 1984

At DUBAI, SAUDI ARABIA

EMIRDOM OF SAUDI ARABIA
 EASTERN PROVINCE
 TOWN OF DUBAI
 CONSULATE GENERAL OF THE
 UNITED STATES OF AMERICA

Dennis R. Wamsley
 DENNIS R. WAMSELEY

I, Dennis R. Wamsley, a Vice Consul, Notary Public in Saudi Arabia, do hereby certify that Dennis R. Wamsley, only, who is personally known to me to be the person whose name is subscribed to the within Power of Attorney appeared 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.

Given under my hand and notarial seal this 21st, day of July, 1984.



W. Williams
 W. Williams N.M.E.T.T.
 Vice Consul of the United States of America

My Commission Expires: INDEFINITE
 Witness my hand and official seal.

320 432 INC 057

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:

[Signature]

Name (Print): Sue Ann Fay

Date:

4-6-93

Owner of Lot(s) 13

WITNESS:

Signature: _____

Name (Print): _____

Date: _____

Owner of Lot(s) _____

X
STATE OF Colorado
COUNTY OF Teller

Before me, a notary public in and for the State and County aforesaid, personally
appeared Sue Ann Fay aka Sue Ann Smith 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,
1993.

My Commission expires: 11-13-93

Witness my hand and Official Seal:

My address is: _____

[Signature]
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

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:

X Signature: Wilma E. Wagenblast
Name (Print): Wilma E. Wagenblast
X 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 COLORADO
COUNTY OF CLEAR CREEK

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: 8/15/95
My address is: P.O. Box 237
FERNDALE SPRINGS, CO
80452

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 _____ 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

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: *Nancy Van Broekhoven*

Name (Print): Nancy Van Broekhoven

Date: 6/11/93

Owner of Lot(s): 16

WITNESS:

Signature: _____

Name (Print): _____

Date: _____

Owner of Lot(s): _____

STATE OF Illinois

COUNTY OF Cook

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:

1131 E. DUNDEE
PALATINE IL 60067

Todd M. Smith
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

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:

X Name (Print): John Taylor

Date:

Owner of Lot(s) 10

John Taylor

4-5-93

WITNESS:

Signature:

Name (Print):

Date:

Owner of Lot(s)

X 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

Witness my hand and Official Seal:

My address is: PO Box 23
Silver Plume, CO

Gail Buckley
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

**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:

Ronnie D. Stott
Christina M. Hayward

X Signature: Caroline M. Parker
Name (Print): Caroline M. Parker
X Date: 4/15/93
Owner of Lot(s) 15

WITNESS:

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

X 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:

My address is:

1021 Rose Street
Georgetown, CO 80414

Lynell Kelsy
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

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.

Town of Georgetown,
a Colorado Municipal Corporation

WITNESS:

Sammy G. Saafdy
Wanda K. Fisher

Signature: E.H. Tharp

Name (Print): E.H. THARP

Date: 5-11-93

Owner of Lot(s) 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 & 33.

WITNESS:

Signature: _____

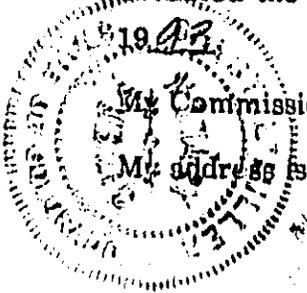
Name (Print): _____

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. Tharp 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, 1993.



My Commission expires: 1-29-94

Witness my hand and Official Seal:

My address is:

404 16th St.
Georgetown, CO 80444

Crystal Miller
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

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:

[Handwritten Signature]

Name (Print):

Gary L. Wilkins

Date:

7-12-93

Owner of Lot(s)

18

WITNESS:

Signature:

[Handwritten Signature]

Name (Print):

Anne D. Wilkins

Date:

7-12-93

Owner of Lot(s)

18

STATE OF COLORADO
COUNTY OF CLEAR CREEK

Before me, a notary public in and for the State and County aforesaid, personally appeared GARY L. WILKINS AND ANNE D. 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 12TH day of JULY, 1993.

My Commission expires:

8/15/95

Witness my hand and Official Seal:

My address is:

P.O. BOX 937
EDWARDS SPRINGS CO
80452

[Handwritten Signature]

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

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: Edward S. Wilson

Name (Print): Edward S. Wilson

Date: 7/23/93

Owner of Lot(s) 10 through 20 On Silver Pond Plat

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 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 23rd day of JULY

My Commission expires: 8/15/95

Witness my hand and Official Seal:

My address is: P.O. Box 937
TERRELL SPRINGS, CO
80415-2

[Signature]
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

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: *William J. Smyth*

Name (Print): William J. Smyth

X Date: 7/11/93

Owner of Lot(s): 4

WITNESS:

Signature: *Eileen C. Smyth*

Name (Print): Eileen C. Smyth

X Date: 7-11-93

Owner of Lot(s): 4

X STATE OF COLORADO

_____ COUNTY OF CLEAR CREEK

Before me, a notary public in and for the State and County aforesaid, personally appeared WILLIAM J. SMYTH AND EILEEN C. SMYTH 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: 8/15/95

Witness my hand and Official Seal:

My address is:

P.O. BOX 937
EDWARDS, COLORADO
80452

[Signature]

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

Second Owners' Amendment to
Declaration of Covenants, Conditions and Restrictions
The Millate 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: Stephen Flecksing
Name (Print): Stephen L. Flecksing
✓ Date: 8/5/93
Owner of Lot(s) 9 On Silver Pond Plat

WITNESS:

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

STATE OF COLORADO
GEORGETOWN COUNTY OF CLEAR CREEK

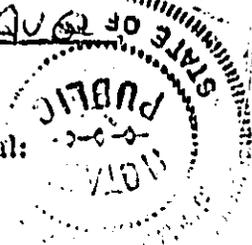
Before me, a notary public in and for the State and County aforesaid, personally appeared STEPHEN FLECKSING known to me to be the person who executed the foregoing instrument, being first duly cautioned and sworn, and acknowledged that they executed the foregoing instrument as their free act and deed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

My Commission expires: 8-9-95

Witness my hand and Official Seal:

My address is: PO BOX 2000
GEORGETOWN CO 80439

Richard C. [Signature]
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

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:

X Signature: Kimberly B. Knox
Name (Print): Kimberly B. Knox
X Date: 7/23/93
Owner of Lot(s) 34

WITNESS:

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

X STATE OF Colorado
COUNTY OF Clear Creek

Before me, a notary public in and for the State and County aforesaid, personally
appeared Kimberly B. Knox 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 23 day of JULY,
19 93.

My Commission expires: 6-13-94

Witness my hand and Official Seal:

My address is: P.O. Box 426
Georgetown, CO 80144

Sammy A. Sanford
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