



RCPTN# **2004-0025459**
 PAGES - 13 FEE \$66.00 DOC \$0.00

SCOTT DOYLE, CLERK
 LARIMER COUNTY CO

03/18/2004
 16:16:12
 #303038

**DECLARATION OF ROAD MAINTENANCE COVENANTS and
 CREATION OF THE BACKBONE VALLEY ROAD MAINTENANCE ASSOCIATION
 FOR HIDDEN VALLEY ESTATES R.L.U.P. 01-S1901
 AND HIDDEN VALLEY ESTATES R.L.U.P. 02-S1948**

THESE ROAD MAINTENANCE COVENANTS, made this 18th day of March, 2004 by Backbone Investments, LLC (hereinafter referred to as "Developer or Declarant") and the below signing current Lot Owners within the Hidden Valley Estates R.L.U.P. Subdivisions (hereinafter collectively referred to as "Owners.")

WHEREAS, the Developer/Declarant is the developer of the subdivisions called and known as Hidden Valley Estates R.L.U.P. 01-S1901 and Hidden Valley Estates R.L.U.P 02-1948, located in the County of Larimer, Colorado, hereafter referred to as Hidden Valley Estates, and described on plats of the subdivisions recorded among the Land Records of Larimer County, Colorado. Developer intends to make future additions to the Hidden Valley Estates subdivisions and said subdivisions shall be included under the provisions of these Covenants and become a part of this road maintenance association by the act of then recording like covenants to accomplish inclusion with in Hidden Valley Estates.

WHEREAS, each of the purchasers of lots in Hidden Valley Estates as shown on said plats of the subdivisions share a common right of ingress and egress via paved roads over plated rights-of-way through a private landscaped entrance incorporating an electronically controlled automatic gate to their respective properties. Rights-of-way shall include improvements usually associated with roadways, such as, but not necessarily limited to, culverts, curbs, gutters, swales and other drainage structures, plantings, and/or other features.

WHEREAS, the Developer has written agreements with certain Landowners (hereinafter referred to as Landowners) adjacent to the above listed Hidden Valley Estates R.L.U.P. Subdivisions (hereinafter referred to as Subdivisions) wherein a limited number of residences shall be allowed access to their lots via the roads of said subdivisions providing said Landowners obligate these residences to pay an equal assessment for the said roads and rights-of-way and entrance, along with an amount to build a reserve for future replacement.

WHEREAS, it is the intention and desire of the Developer and the Owners to set forth these Road Maintenance Covenants in order to provide for the maintenance of the roads within the subdivisions including emergency accesses, along with the private entrance and thus promote the health, comfort, safety, convenience, and general welfare of the present and subsequent Owners.

✓ Scott Charpentier
 144 N. Mason #5
 Ft. Collins Co 80523

I. DEFINITION OF TERMS

2

As used in this Declaration, the following terms shall have the meanings indicated:

Articles of Incorporation. The Articles of Incorporation of the Association as the same may be amended from time to time.

Association. A Colorado nonprofit entity which is to be formed by the appointed Directors, the members of which originally shall be all of the several Owners of Lots within Hidden Valley Estates, but will in the future include all such Lots within annexed subdivisions. The name of the Association is Backbone Valley Road Maintenance Association (BVRMA).

Board. The Board of Directors of the Association.

Bylaws. The duly adopted Bylaws of the Association as the same may be amended from time to time.

Colorado Common Interest Ownership Act. The Colorado statutes known as "Colorado Common Interest Ownership Act", which is now codified as Article 33.3 of Title 38, Colorado Revised Statutes, as may from time to time hereafter be amended.

Common Elements. The various rights-of-way including, entrance gate and features, plantings, emergency accesses. Common elements shall include improvements usually associated with roadways such as, but not necessarily limited to, culverts, swales and other drainage structures. The purpose of these covenants and the Backbone Valley Road Maintenance Association is to ensure the proper maintenance, repair, and eventual replacement of these Common Elements through an equitable expense sharing arrangement

Declarant. The Developer, original owner, and current owner of most of these Lots, whose President's signature is affixed to this Declaration as Declarant, and any successor or assign to Declarant. All other current Lot Owners shall sign this Declaration as Owners.

Developer. The Developer of Hidden Valley Estates, Backbone Investments, LLC, and any successor or assign to Developer. The Developer is also the Declarant.

Directors. Those members of the Board of Directors (the "Board") designated in this Document with the responsibility and the authority to manage the affairs of the Association as specified in this Document and according to the By-Laws of the Association.

Landowners. In this document, Landowners, shall refer to owners and/or Developers of properties adjoining Hidden Valley Estates with connecting roads on platted rights-of-way, who have a contractual obligation with Developer under which they may connect these roads and make use of the Association Common Elements. Lot Owners within those adjoining properties will then have a requirement to pay a proportionate per Lot share

3

of the expenses of the Common Elements. Further, under the terms of this Document these landowners may annex their developments to the Association, and Lot Owners within such developments would then become members of the Association. They may also optionally negotiate according to the applicable terms included below, to have their roads included for maintenance under the terms of an agreement of annexation.

Lot or Lots. Those platted Lots lying within Hidden Valley Estates or subsequently annexed into the Association.

Lot Owner. The record fee Owner, or Owners if more than one, of a Lot, including Declarant so long as Declarant owns any Lot. Owner shall include the seller of a Lot under executory contract for sale or installment sale contract. Owner shall not include any person holding a mineral interest or holding an interest solely as security for satisfaction of an indebtedness or other pecuniary obligation.

Plat or Plats. The final plats of the Hidden Valley Estates subdivisions or of any subdivision annexed into this Association.

II. DECLARATION

NOW THEREFORE, the Developer/Declarant and Owners hereby declare that Hidden Valley Estates is subject to the following road maintenance covenants which shall run with the land for the benefit of and be binding upon each present and subsequent Owner of any right, title or interest in any portion of Hidden Valley Estates and their respective heirs, devisees, grantees, successors, representatives, and assigns. The name of this road maintenance association shall be the Backbone Valley Road Maintenance Association (hereinafter referred to as "BVRMA"). The Developer shall designate three Lot Owners as unpaid Directors to form the association, including the Articles of Incorporation, the adoption of Bylaws, and the election of officers from their number, all consistent with the purpose and intent of these Covenants, which shall occur on or before July 31, 2004. Until such Association has been formed, all the rights and powers granted in this Declaration to the BVRMA shall vest in and be exercisable by these first appointed directors. This appointed Board of Directors shall serve a term of up to one year, after which replacement directors shall be elected according to the BVRMA by-laws and shall immediately take office upon election. In the election of Directors and in all other matters coming before the Association, Lot Owners shall be entitled to one vote for each Lot held. If a Lot has more than one Owner, in order to vote, said Owners must designate a representative who may then cast a single vote on behalf of the Owners of said Lot.

NOW THEREFORE, Developers of adjoining properties, including Landowners as described above, with connecting roads on platted rights-of-way upon receiving all required approvals from the Larimer County Commissioners, and upon obtaining written agreement from Backbone Investments, LLC, and further upon the recording of a BVRMA approved form of these Covenants obligating the new Lot Owners to the provisions of these Covenants; may thereby annex their subdivision into the BVRMA with the new Lot Owners thereby

enjoying full membership privileges and equal obligations regarding the maintenance and future replacement of BVRMA roads and including the shared use of all of the roads and rights-of-way and entrance.

Further, Landowners may enter into negotiations with the BVRMA and, upon mutual agreement as to terms and conditions, the rights-of-ways and roads of these newly annexed properties shall be included in the BVRMA for maintenance and replacement.

In negotiating the aforementioned agreement, directors of BVRMA shall consider any advantages, incremental associated costs, and shall examine the road design engineering and road layout to insure that design standards and work engineering inspections are appropriate. Should any risk of loss from flooding or other identified risk exceed those of the current rights-of-way, such losses shall be excluded from BVRMA coverage. Also, any long roads to serve a proportionately small number of lots shall likewise be excluded from BVRMA coverage. The Board of Directors shall negotiate at the time of annexation an agreed surcharge for these lots that would cover such incremental costs. As it is considered desirable that all, or most, of the roads be communally maintained, such BVRMA agreement shall not be unreasonably withheld.

III. COVENANTS, CONDITIONS and RESTRICTIONS

1. Allocation of Common Expenses to Lots. Each of said lot owners in Backbone Valley Road Maintenance Association shall annually contribute to a road maintenance fund an amount equal to the total budgeted costs for the repair and maintenance of said roads and rights-of-way and entrance, along with an amount to build a reserve for future replacement, and also any other such properly approved BVRMA assessments, the total then divided by the then current total number of platted lots within the BVRMA and resulting in an equal per lot amount to be incremented by any applicable surcharges. The fund shall be established and built with an initial contribution of \$100.00 for each lot in the subdivision at the time each said lot is brought into the BVRMA. Annual contributions shall be due on the 1st day of January of each year or as shall be determined by the Board.

2. Special Assessments. Acceleration of Payments on Default. In addition to the Common Expenses to be assessed against each Lot, The Board may, from time to time, levy and collect special assessments against one or more Lots to:

(i) pay the costs of maintenance or repairs attributable to a Lot or the occupants of or visitors or service providers to a Lot arising from damages caused by the negligent or intentional acts, or by damage or wear and tear which is accelerated or is beyond the normal wear and tear expected for the usage of the Roads due to excessive weight or frequency or other type of usage of the Roads: and,

(ii) remedy any default by a Lot Owner of the Lot Owner's obligations under this Declaration. Such costs and expenses for an Owner's default may be

5

assessed against such Lot Owner without establishment of any supplemental budget, and may be collected from such Lot Owner in the same manner as provided in the paragraphs regarding paragraphs numbered four and five herein below.

Any charges imposed for late payment, attorney fees and costs, and fines shall be deemed to be assessments against the Lot Owner's Lot and recoverable and subject to the same rights and remedies available to the Board for all other assessments. In addition to all other penalties, fines, costs, fees, expenses and charges, which may be assessed. If a Lot Owner is in default of payment of assessments as due, the Board may elect to accelerate and call due and payable in full all installment payments of assessments to be paid by such defaulting Owner, for the budget period for which the default exists. Such assessments are not subject to any limitation on assessments, if any, contained elsewhere and are not a part of the common expense liability of a Lot, but are special and in addition to such common expense liability.

3. Accounting and Surplus Funds. All funds collected by the Board shall be promptly deposited into a commercial bank account and/or a savings and loan account in an institution to be selected by the Board. The Board shall maintain, or cause to be maintained, books and records of its income and expenses and shall make the same available for inspection by any Owner or by the holder of any first deed of trust or mortgage of record following reasonable advance notice of the request for inspection. In no event shall surplus funds be distributed to Owners. If surplus funds remain after payment of expenses, the same shall, at the Director's discretion, be used for the next fiscal year operations, or for prepayment of future expenses or applied to sinking funds and reserves.

4. Creation of Lien and Foreclosure. The expense assessments, together with any special assessment or other penalty, cost or charges, which a Lot Owner is obligated to pay ("assessments"), shall be a debt of such Lot Owner on the date when each installment thereof becomes due.

(i) In the event of the default of any Lot Owner in the payment of any installment of assessments, such amount, any accelerated payments called due, and any subsequently accruing unpaid assessments, together with interest thereon at the rate of twelve percent (12%) per annum, or such other rate as may hereafter from time to time be established by the Board, and together with all costs which may be incurred in the collection of such amount, together with reasonable attorneys' fees shall be and become a lien on the interest of the defaulting Lot Owner in his Lot.

(ii) The Board acting through its President may, but is not required to, execute and record in the Larimer County Recorder's Office a Notice of Assessment Default setting forth the name of the defaulting Lot Owner as indicated by the Board's records, the amount of the delinquency, and the fact that additional

6

delinquencies may accrue and increase such amount, and the legal description of the Lot or Lots affected. The lack of recording any such notice shall not in anyway affect the priority, validity and enforceability of the lien or the Board's rights with respect thereto. Such lien shall attach and be effective from the due date of the assessment, and may be enforced by foreclosure by the Board of the defaulting Lot Owner's interest in the property.

(iii) The lien provided herein shall be in favor of the Board for the benefit of all Owners. In any such foreclosure, the defaulting Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing any notice or claim of lien, and all reasonable attorneys' fees in connection with such foreclosure. The lien shall include (and the defaulting Lot Owner shall also be required to pay) the assessments for the Lot whose payment come due during the period of foreclosure, and the Board shall be entitled to appoint a receiver to collect the assessments so coming due.

(iv) The President, on behalf of the Owners, shall have power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and sell the same. Such lien provided herein shall have the same priority, date of attachment, period of time for enforcement (and other aspects) as set forth in Section 38-33.3-316, C.R.S. as amended regarding liens arising under the Colorado Common Interest Ownership Act.

(v) The President may, but is not required to send notice of default to an Owner, and a copy of such notice may, but is not required to, be mailed to the holder of any deed of trust or mortgage of record constituting a lien on such Lot. The lack of provision of such notice shall not in anyway affect the priority, validity and enforceability of the lien or obligation of the Owner, or the Board's rights with respect thereto.

(vi) Upon the payment of the amounts due, if the President recorded a Notice of Assessment Lien, the President shall cause to be recorded a certificate setting forth the satisfaction of such lien, the cost of preparation and recording of which shall be paid by the Owner.

(vii) The remedies of the Board for recovery by foreclosure of its lien rights, and by action against the persons personally liable for payment or for any other remedy available by law or in equity are cumulative and independent of each other. Pursuit of one does not waive or restrict pursuit of another remedy, and such remedies may be undertaken by the Board in any sequence and without the necessity for joinder of any claims or remedies. The lien shall not expire for the greater of six (6) years, or such longer period as may be provided by any applicable statute, from the last date upon which the full amount of assessments become due and if proceedings to enforce the lien are

instituted within such period of time, the lien shall continue until completion of such proceedings.

(viii) The lien provided herein is not subject to any claim for homestead exemption or any other exemption, right to elective share, allowances or other provisions of testate or intestacy laws providing preferential treatment or exemptions, and each Lot Owner and that Lot Owner's spouse, heirs, devisees, successors, representatives and assigns. By acceptance by the Lot Owner of ownership of a Lot, said Lot Owner hereby waives all claims for such exemptions or preferential treatment otherwise provided by state or federal laws with respect to the lien of the Board. The Board may by written document designate an Administrator to perform the aforementioned duties on their behalf.

5. Owner's Obligation for Payment of Assessments. The amounts assessed by the Board against each Lot and any interest, costs, and attorney fees in connection with default in payment thereof, in addition to constituting a lien on the property pursuant to paragraph 4(I), shall also be the personal and individual debt of the Owner thereof at the time the assessment is made. Each person, if more than one (1), composing the Owner shall be jointly and severally liable therefor. Suit to recover a money judgment for unpaid expenses shall be maintainable without foreclosing or waiving the lien securing same. No Owner may be exempted from liability for assessments by a waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the assessment is made.

6. Statement of Assessment Status. Upon payment to the Board of a reasonable fee, as may from time to time be established by the Board, accompanied by the written request of the Owner or any Mortgagee or prospective Owner of a lot, and the date; the President or a designated person shall issue a written statement setting forth the amount of unpaid assessments and any other charges outstanding with respect to the subject Lot, and the date when the same became due. Such statements shall also include credit for any advanced payments of assessments, but no credit shall be given for any accumulated amounts for reserves or sinking funds, if any. The statement issued by the Board shall be binding upon the Board and its officers and each Owner in favor of persons who rely thereon in good faith. The manner and time for providing such statements shall be as provided by the policies of the Board, as from time to time amended.

7. Liability Upon Transfer. Any Lot Owner who sells a Lot in good faith and for value shall be relieved of the obligation for payment of assessments thereafter accruing attributable to the Lot, as of the date of the recordation of the deed transferring such Lot to the subsequent purchaser. The Lot Owner transferring, and the purchaser of the transferred Lot, shall be jointly liable for payment of all assessments and any related interest, costs and attorney fees attributable to the Lot accrued from the date of execution of the deed through the date of such recordation.

8.

IV. MANAGEMENT OF ASSOCIATION

1. Board of Directors. The association shall be governed by its Board of Directors consisting of three or more directors elected as provided and set by the association by-laws. A President, Secretary, and Treasurer shall be elected by the directors. The association President shall be responsible for carrying on the business of the association and shall be authorized to negotiate checks on its behalf and initiate legal actions on behalf of the association for the collection of amounts due to the road maintenance fund. The powers and duties of the Board shall include, but not be limited to the following:

- (A) To enforce all of the applicable provisions of this Declaration.
- (B) To maintain the Common elements.
- (C) To contract for and pay for the cost of providing the functions of the Association out of funds collected by the Board.
- (D) To levy and collect assessments to pay the costs of maintenance as provided in this Declaration and to make or authorize the expenditures there from.
- (E) To receive and process complaints from Owners with respect to any provisions of this Declaration.
- (F) To adopt such rules and regulations as the Board from time to time may deem necessary or appropriate to carry out the provisions of this Declaration.
- (G) To render such discretionary decisions as are vested in the Board pursuant to this Declaration.
- (H) To impose charges for late payment of assessments, recover costs of enforcement including reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and, after notice and opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association, and to establish the rate of interest to be assessed for all sums which may be payable to the Association.
- (I) To obtain and keep in force such insurance as the Board may from time to time deem appropriate including, but not limited to, casualty and liability, worker's compensation, errors and omissions coverage for officers, directors, employees, agents and members of the Association, insurance for

indemnification of officers, directors and members of the Association and agents and others acting on behalf of and for the benefit of the Association, and such other insurance that the Board may deem appropriate.

(J) Subject to the other provisions of this Declaration, to exercise all powers and rights granted to the Association by provisions of any applicable law.

(K) To take such other action or to incur such other obligations whether or not herein expressly specified as shall be reasonably necessary to perform the Association's obligations hereunder.

2. Meetings of the Association and Officers. Meetings of the Association shall be held at least once each year. Special meetings of the Association may be called by the President, by a majority of the Board, or by Owners having twenty percent (20%) of the votes in the Association. Not less than ten (10) nor more than fifty (50) days in advance of any meeting, the Secretary or other Officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to mailing address of each Lot or to any other mailing address designated in writing by the Lot Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda. The number and type of officers, and provisions for regular and special meetings of the Association not inconsistent with the foregoing shall be as provided from time to time by the Bylaws and the Articles of Incorporation of the Association.

3. Quorum. Unless the Bylaws provide otherwise, a quorum is deemed present throughout any meeting of the Association if persons entitled to cast twenty percent (20%) of the votes which may be cast for election of the Board are present, in person or by proxy, at the beginning of the meeting. Unless the Bylaws specify a larger percentage, a quorum is deemed present though out any meeting of the Board if persons entitled to cast fifty percent (50%) of the votes on that Board are present at the beginning of the meeting.

V. MISCELLANEOUS PROVISIONS

1. Coordination with Bylaws and Rules and Regulations. Except as may be otherwise provided herein for action of the Board regarding interest upon unpaid assessments, the provisions of this Declaration provide the minimum substantive terms for the enforcement of this Declaration by the Board. Additional provisions for the operation of the Board may in the future be set forth by the Bylaws of the Association, and by appropriate resolutions or rules and regulations adopted by the Board which supplement and further the intent and purposes of this Declaration. In the event any conflict occurs between the provisions of this Declaration and such Bylaws or resolutions, then this Declaration shall control and to the extent possible, the conflicting Bylaws, resolutions or rules and regulations shall be construed

10
to be effective where it promotes the interest of the provisions of this Declaration and invalid where in derogation of these Declarations.

2. Transfer. The membership held by any Lot Owner shall not be transferred, pledged or alienated in any way, except upon the sale of the Lot Owner's Lot, and then only to the purchaser of such Lot. A prohibited transfer is void and will not be reflected upon the books and records of the Association.

3. Notices. Notice of matters affecting the Property may be given to Lot Owners by the Association, or by other Owners, by personal delivery, or by mailing with postage prepaid to the mailing address of each Lot, or to any other mailing address designated by the Owner in writing. Notice will be deemed given when delivered in person, or when placed in the United States mail with sufficient postage prepaid.

4. Term. Subject to amendments hereafter duly made, the restrictions and covenants as set forth in the Declaration are to run with the land and shall be binding upon the Property and on all persons acquiring any interest therein and all persons claiming under them until such time that:

(i) The County of Larimer, or an improvement district or special district, or other governmental entity or quasi-governmental agency accepts responsibility for maintenance of the Roads; or

(ii) the County Commissioners of Larimer County and the Lot Owners and holders of mortgages on deeds of trust of all Lots approve such termination in writing.

(iii) Upon the earlier of the occurrence of either of the foregoing, this Declaration shall terminate; provided that the liability of Lots and Lot Owners for assessments and other charges accruing prior to such termination date shall nonetheless remain in effect and enforceable and the same may be fully enforced and recoverable following such termination.

5. Amendments. Amending these covenants and restrictions shall require written approval of ninety percent (90%) of the then existing Lot Owners and also the written consent of the Developer during the first ten (10) years of the BVRMA.

(A) No amendment shall be effective with respect to any person not having actual knowledge thereof, until such time as notice of such amendment is filed for record in the Office of the Larimer County Clerk and Recorder.

(B) No amendment may be made which eliminates the obligation of maintenance of the roads, or impairs the right of the County of Larimer to enforce the provisions of this Declaration.

(C) Any of the following amendments to be effective must be approved in writing by the record holder of all encumbrances on the Lots at the time of such amendment:

(i) Any amendment which affects or purports to affect the validity or priority of any encumbrance; or

(ii) Any amendment which would necessitate a Mortgagee after it has acquired a Lot to pay any portion of any unpaid assessment or assessments accruing prior to foreclosure, to the extent the amounts would exceed the priority of such assessments over that now provided by this Declaration.

6. Enforcement. The provisions of this Declaration may be enforced in proceedings brought by any Lot Owner or by the Board. In addition to the provisions for lien foreclosure and recovery against Lot Owners for assessments, enforcement may be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of this Declaration either to restrain violation, or to recover damages or both. All remedies provided are cumulative, and pursuit of one shall not constitute a waiver of no be a bar to pursuit of any other remedy, independently, or jointly, and in any sequence.

7. Severability. Invalidation of any clause, sentence, phrase, or provision of this Declaration by judgment or court order shall not affect the validity of any other provisions of this Declaration which shall remain in full force and effect.

8. Enforcement By Governmental Entity. In the event that the Board fails to maintain the Common Elements in reasonably good order and condition, the County of Larimer (the "County") may serve written notice upon such organization or upon the residents of the Property setting forth the manner in which the organization has failed to maintain the Common Elements in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be cured within thirty (30) days thereof and shall state the date and place of a hearing thereon which shall be held within fourteen (14) days of notice. At such hearing the County may modify the terms of the original notice as to deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof are not cured within said thirty (30) days or any extension thereof, the County, in order to preserve the taxable values of the properties within the Property and to prevent the Common Elements from becoming a public nuisance, may enter upon said Common Elements and maintain the same for a period of one (1) year. Said entry and maintenance shall not vest in the public any right to use the Common Elements except when the same has been voluntarily dedicated to the public by the Owners. Before the expiration of said year, the County shall, upon its initiative or upon the written request of the organization therefore responsible for the maintenance of the Common Elements, call a public hearing upon notice to such corporation and to the residents of the subdivision involved, to be held by the Board of County Commissioners, at

12.
which time the Association shall show cause why such maintenance by the County shall not, at the election of the County, continue for a succeeding year.

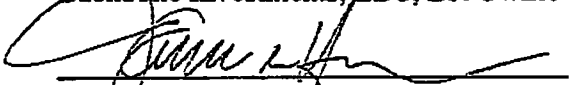
If the Board of County Commissioners determine that the Association is ready and able to maintain said Common Areas and Roads, in a reasonable condition, the County shall cease to maintain said Common Areas and Roads at the end of said year. If the Board of County Commissioners shall determine that said organization is not ready and able to maintain said Common Areas and Roads in a reasonable condition, the County may, at its discretion, continue to maintain said Common Areas and Roads during the next succeeding year, subject to a similar hearing and determination in each year thereafter. In the event that the subdivision is ever annexed into a municipality, said municipality shall succeed to the rights of the County hereunder.

IN WITNESS WHEREOF, the undersigned being Owners, Declarant, (or Mortgagees) of lots in Hidden Valley Estates R.L.U.P. 01-S1901 and Hidden Valley Estates R.L.U.P. have executed this Declaration the date and year indicated below.


Scott T. Charpentier, Managing Member
Backbone Investments, LLC, Lot Owner

3-18-04

Date


James A. Hinojos, Member of
Backbone Investments, LLC, Lot Owner

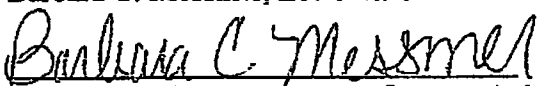
3/18/04

Date


Barbara C. Messmer, Lot Owner


3/18/04

Date


Barbara C. Messmer attorney Gregory A. Messmer Lot Owner

3/18/04

Date


James Crowder, Trustee of Crowder
Family Trust, Lot Owner

3/18/04

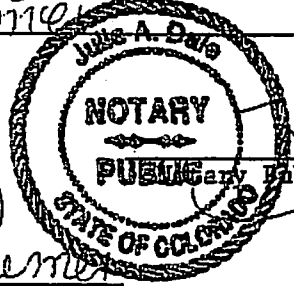
Date

5/13 STATE OF Colorado, COUNTY OF Larimer ss:

The foregoing instrument was acknowledged before me this 18th day of March 2004, by Barbara C. Messmer

Witness my hand and official seal.

My commission expires: 11/16/07



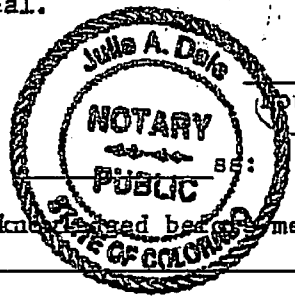
Julie A. Dale
Notary Public

STATE OF Colorado, COUNTY OF Larimer ss:

The foregoing instrument was acknowledged before me this 18th day of March 2004, by Barbara C. Messmer attorney in fact for Gregory C. Messmer

Witness my hand and official seal.

My commission expires: 11/16/07



Julie A. Dale
Notary Public

STATE OF _____, COUNTY OF _____ ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

Witness my hand and official seal.

My commission expires: _____

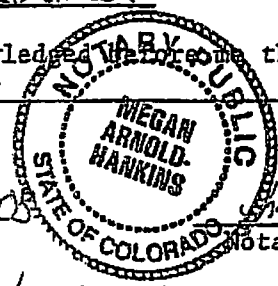
Notary Public

STATE OF Colorado, COUNTY OF Larimer ss:

The foregoing instrument was acknowledged before me this 18 day of March, 2004, by Scott T. Champetier

Witness my hand and official seal.

My commission expires: 2-23-2008



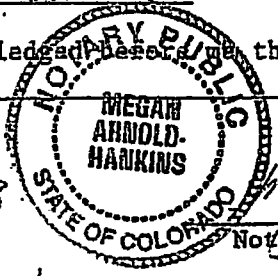
Megan Arnold-Hankins
Notary Public

STATE OF Colorado, COUNTY OF Larimer ss:

The foregoing instrument was acknowledged before me this 18 day of March, 2004, by James A. Hinds

Witness my hand and official seal.

My commission expires: 2-23-2008



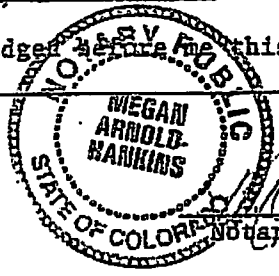
Megan Arnold-Hankins
Notary Public

STATE OF Colorado, COUNTY OF Larimer ss:

The foregoing instrument was acknowledged before me this 18 day of March, 2004, by James L. Gourley

Witness my hand and official seal.

My commission expires: 2-23-2008



Megan Arnold-Hankins
Notary Public