

Exhibit C - Updated F.B.R. Townhomes Existing Conditions  
With (Approximate) Utility Locates

481 Whiting Road – F.B.R. Townhomes Subdivision  
Existing Conditions



Source: Eagle County GIS

- Approx. Sewer Line
- Approx. Water Line
- Approx. Gas Line
- Approx. Electric Line

## Exhibit D - Lots 2 & 3 Party Wall/Duplex Declarations

### PARTY WALL AND DUPLEX DECLARATION

WHEREAS, Bryan Mullet and Tommie Belz (“**Declarants**”), are owners in fee simple of the following described real estate, hereinafter the “**Subject Property**,” situate in the Town of Eagle, County of Eagle and State of Colorado, to wit;

Lots 1, 2, 3 & 4, Mullet Subdivision, Town of Eagle, State of Colorado, A Resubdivision of Lots A, B, C & D, F.B.R. Townhomes according to the Final Plat thereof recorded August 28, 1995 at Reception No. 570696 in the Office of the Eagle County Clerk and Recorder, County of Eagle, State of Colorado.

WHEREAS, there is one structure on Lots 2 and 3 of the Subject Property which consists of two units, divided by a party wall that is located on the dividing line between Lots 2 and 3.

WHEREAS, Declarants wish to provide for separate ownership of such dwelling units and certain separately owned property, and for certain property to be managed for the common benefit of the Owners; and

WHEREAS, Declarants wish to subject the dwelling units and separately owned property to certain covenants relating to common management of the party wall and other common components of the residential dwelling unit (the “**Building**”) structure, and to set forth certain easements for the benefit of each of the Owners of the dwelling units and their appurtenances.

NOW THEREFORE, Declarants do hereby publish and declare that, in accordance with C.R.S. § 38-32-101 *et. seq.*, the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land described herein, shall be a burden and a benefit to Declarants, their successors and assigns, and any person acquiring or owning an interest in the real property which is described herein and improvements built therein, their grantees, personal representatives, heirs, successors and assigns.

1. Division of Real Property into Two Lots. The Lots are hereby, and upon the recording of the Plat, divided into two parcels, each consisting of the Lot designated with the corresponding letter and direction, together with all improvements thereon and all easements and rights located thereon or appurtenant thereto as provided herein, as follows:

Lot 2 (with street address of 481A Whiting Road, Eagle, Colorado 81631); and

Lot 3 (with a street address of 481B Whiting Road, Eagle, Colorado 81631)

such Lots being shown on the Plat.

2. Description of Lot.

(a) Each Lot shall be inseparable and may be leased, devised or encumbered only as a residence.

(b) Title to a Lot may be held individually or in any form of concurrent ownership recognized in Colorado. In case of any such concurrent ownership, each co-owner shall be jointly and severally liable for performance and observance of all the duties and responsibilities of an “Owner” under this Declaration with respect to the Lot in which he owns an interest. For the purposes herein, there shall be deemed to be only two owners, the owner of Lot 2 and the owner of Lot 3. The parties, if more than one, having the ownership of each such Lot shall agree among themselves how to share the rights and obligations of such ownership, but all such parties shall be jointly and severally liable for performance and observance of all of the duties and obligations of an “Owner” hereunder with respect to the Lot in which they own an interest.

(c) Any contract of sale, deed, lease, deed of trust, mortgage, will or other instrument affecting a Lot may describe it by its Lot number and by reference to the Plat.

(d) Each Lot shall be considered a separate parcel of real property and shall be separately assessed and taxed.

2. Landscaping and Outdoor Improvements; Drainage.

(a) Each Owner shall be responsible for all landscaping, natural features and general outdoor improvements on his or her individual Lot, including irrigation systems, if any, and, except for any expense or liability caused through the negligence or willful act of the other Owner, or that Owner’s family member, guest, agent, lessee or licensee, which shall be borne solely by such other Owner, each Owner shall pay all expenses, liabilities and general upkeep responsibilities with respect to such landscaping, natural features and outdoor improvements located in or on that Owner’s Lot. The general character of the landscaping and natural features as initially installed on each Lot shall not be materially changed and new landscaping or new natural features must reasonably conform to the prevailing landscaping standards in Eagle, Colorado, except as otherwise mutually agreed in writing by both Owners. All landscaping, natural features and exterior improvements, including any outdoor furnishings, shall be designed, installed and maintained by each Owner in a first-class manner, consistent with the high-end resort character of the Building and surrounding properties in the Town of Eagle, and with the goal of protecting the privacy of each Lot. The Owner of one Lot shall not unreasonably or substantially adversely affect the value of the other Lot by poor exterior maintenance and upkeep, and both Owners shall make all reasonable efforts to preserve a harmonious common appearance of the Lots. No landscaping, trees or shrubs located on an Owner’s Lot shall unreasonably restrict the view corridor of the other Lot, except for any landscaping, trees or shrubs initially installed on each Lot by the Declarants.

(b) Drainage. Drainage facilities or improvements located in, on or upon a Lot that are used solely to drain water from the other Lot shall be owned by the Owner of the Lot

benefitted from such facilities, and all expenses and liabilities for repair and maintenance shall be borne solely by the Owner of such Lot, who shall have a perpetual easement in and to that part of such other Lot containing such facilities for purposes of inspection, maintenance, repair and replacement. The Owner of such drainage facilities shall restore any disturbance to the surface of the other Owner's Lot to a condition as close as reasonably possible to that which existed immediately prior to commencement of work on such other Owner's Lot within ten (10) days after completion of the work. No Owner shall alter the grading on such Owner's Lot if such alteration affects the drainage of waters from another Lot or causes drainage from the Owner's Lot onto the other Lot (except as originally constructed by Declarants), without first obtaining the prior written consent of the Owner whose Lot will be affected. No Owner shall cause or permit the drainage of water from such Owner's Lot over the other Owner's Lot, except within drainage facilities and/or features that are in conformance with the terms and conditions of this Section 2(b).

3. Party Wall

(a) For purposes of this Declaration, the party wall between the Lots shall be deemed to include the dividing wall between the improvements of Lot 2 and Lot 3 as shown on the Plat, which shall be owned and managed as specifically provided in this Declaration. Each Owner of a separate Lot shall have a perpetual reciprocal easement in and to that part of the Lot owned by the other Owner and on which the party wall is located, for party wall purposes, including maintenance, repair, and inspection; neither Owner shall alter or change the party wall in any manner, interior decoration excepted, and the party wall shall always remain in the same location as when erected.

(b) In the event of damage or destruction to the party wall from any cause, other than the negligence or willful act of either Owner or such Owner's family member, guest, agent, lessee or licensee, the Owners shall, at joint expense, repair or rebuild said wall to its previous condition which specifically includes the previous sound transmission coefficient, and each Owner, and their successors and assigns shall have the right to the full use of said wall so repaired and rebuilt in accordance with this Declaration. If the negligence or willful act of an Owner or such Owner's family member, guest, agent, lessee or licensee shall cause damage to or destruction of said wall, such Owner, as the responsible party, shall bear the entire cost of repair and reconstruction. To the extent that damage to the party wall is covered by insurance maintained by one Owner, the full insurance proceeds shall be used and applied to the extent necessary to repair, restore, or replace the party wall, subject to reimbursement by the other Owner for that Owner's portion of the costs. Any insurance proceeds not necessary for such repair, restoration or replacement shall belong solely to the Owner who is the owner of the insurance policy under which such payment was made. The availability of insurance proceeds or the lack or limit thereof will not affect or limit an Owner's responsibility or liability for any needed maintenance or repair.

(c) Upon forty-eight (48) hours' notice (except in the event of an emergency, in which case only as much notice as is practicable, if any, shall be required), either Owner shall have the right to break through the party wall for the purpose of repairing or restoring utilities, lines, equipment and facilities serving that Owner's dwelling unit, subject to the obligation to restore said wall to its previous structural condition, which specifically includes the previous sound

transmission coefficient, at such Owner's own expense and the reimbursement to the other Owner for any damage caused thereby.

(d) Each Owner shall have the right to make use of the party wall for customary purposes, provided such use shall not impair the structural support or the sound transmission coefficient of the party wall.

4. Common Facilities and Utilities.

(a) All common utility or service connections, lines and facilities or other common equipment and property, if any, to the extent not owned by a third-party utility or service provider, shall be owned by the Owners as tenants-in-common and, except for any expenses or liability caused through the negligence or willful act of any Owner, that Owner's family member, guest, agent, lessee or licensee, which shall be borne solely by such Owner, all expenses and liabilities concerned with such common property, including without limitation all costs of maintenance, repair and replacement shall be shared jointly by the Owners. Expenses for construction and future maintenance, replacement and repair of future common utility services to the Lot shall be allocated between the Owners of his or her respective Lot.

(b) To the extent feasible or available, the utilities servicing each Lot shall be separately metered. Where separate meters for measuring costs or expenses for such utility services are available, the cost of such utility services shall be an individual expense and not a joint expense of the Owners.

5. Alteration, Maintenance and Repair.

(a) If any improvement on the Lots is damaged or destroyed, such damage or destruction shall be promptly repaired and reconstructed. Repair and reconstruction means the restoration of the improvements to substantially the same condition in which they existed prior to such damage or destruction. The cost to repair and reconstruct any improvement on either Lot shall be the sole expense of the Owner of said Lot except as modified by the provisions of this Declaration, and without prejudice, however, to the right of any rule of law regarding liability for negligence or willful acts or omissions. Notwithstanding anything contained above to the contrary, if the negligence or willful act or omission of any Owner, or that Owner's family member, guest, agent, lessee or licensee, shall cause damage to, or destruction of any improvement on any Lot, such Owner, as the responsible party, shall bear the entire costs of repair or reconstruction.

(b) Each Owner shall be solely responsible for all maintenance and repair of the exterior and interior of that Owner's Lot, including the dwelling unit located thereon and all fixtures and improvements appurtenant thereto and equipment located in, on or upon the Lot, and serving such Lot only, including, without limitation, (i) those portions of the Building's foundation located on an Owner's Lot immediately underlying that Owner's dwelling unit; (ii) all exterior decks, including appurtenant deck gutters and/or drainage systems, and supporting structures, located on that Owner's Lot; and (iii) the driveway and landscaping areas located on that Owner's Lot. Further, each Owner shall be solely responsible for the maintenance, repair and replacement of the portion of the roof of the Building and all roof gutter systems located on that Owner's Lot,

all of which shall be performed in accordance with the guidelines of any applicable roof warranty and/or the direction of roofing and gutter contractors approved by the manufacturer of the roof. Such maintenance obligations shall include, without limitation, ice and snow removal to the extent required under the roof warranty. Notwithstanding the foregoing, any roof replacement shall be completed at the same time for both Lots.

(c) All utility or service connections, lines, facilities or other utility equipment and property located in, on or upon either Lot which is used solely to supply a service or utility to that Lot shall be owned (to the extent not owned by a third party utility company) by the Owner of the Lot using such utility or service and all expenses and liabilities for repair and maintenance shall be borne solely by the Owner of such Lot; provided, however, that each Owner shall have a perpetual easement in and to that portion of the other Lot as may be useful or necessary for the purposes of access, maintenance, repair and inspection of such utility or service connections, lines, facilities or other equipment.

(d) No Owner shall make or suffer any exterior or structural change (including a color scheme change), either permanent or temporary and of any type or nature whatsoever to the exterior of the Building or that Owner's Lot, even if restricted solely to that Owner's dwelling unit, or construct any addition, improvement, or any permanent outdoor structure of any type or nature whatsoever upon that Owner's Lot without first obtaining the prior written approval from the other Owner. The improvements on both Lots shall have a common color and design scheme, and the entirety of the exterior of the Building and all improvements on both Lots shall be painted at the same time, with the specific color and design scheme and timing of any painting to be determined by the Owners of both Lots jointly.

(e) Where the Owner of either Lot, in compliance with the other provisions of this Declaration, desires to build, renovate, excavate, improve or otherwise alter the structures or improvements located on that Owner's Lot and where the Owner has obtained the written consent thereto of the other Owner as provided in this Section, the Owner of the other Lot shall cooperate to the extent necessary to enable that Owner to obtain any required building permit, Town of Eagle approval or similar permit, license or approval, at no out of pocket cost to the Owner of the other Lot.

(f) All repair, maintenance, replacements, or other construction or alterations performed on either Lot by the Owners shall be (i) performed in a good and workmanlike manner and in compliance with all applicable laws and with all other provisions of this Declaration, (ii) pursued diligently to completion, and (iii) performed in a manner so as not to unreasonably interfere with the use and enjoyment of the Owner of the other Lot. For the purposes of this Section, a "major" construction or renovation project shall mean a project for which a building permit is required or that will take place over the course of fifteen (15) or more days, and "pursue diligently" shall include without limitation prompt payment of all fees and charges, monitoring the progress of all contractors to avoid and/or resolve any work delays, providing all requested information and data to all contractors and government agencies in a timely manner, and otherwise taking reasonable actions to ensure the work is completed in an expeditious manner. All contractors performing work to the Building or either Lot must be licensed and carry such

insurance in the amounts and with the coverages as may be required by Colorado law and/or local industry standards.

(g) In the event that either Lot, or fraction thereof, is taken by eminent domain or in condemnation, the Owner of that Lot shall receive any sums payable with respect to such taking. In the event that both Lots, or any fractions thereof, are taken by eminent domain or in condemnation, the Owners shall equitably divide any sums payable pursuant to such taking in proportion to the relative values of the Lots, or fractions thereof, taken with respect to the Lots.

6. Allocation of Expenses.

Costs and expenses of alteration, maintenance and repairs to the Party Wall, which are to be paid jointly by the Owners as set forth in this Declaration, shall be allocated in the following proportions:

|       |      |
|-------|------|
| Lot 2 | 50%  |
| Lot 3 | 50%. |

7. Mechanic's Liens, Indemnification.

(a) Except for items incurred as a common expense as provided for herein, if either Owner shall cause any material to be furnished to that Owner's Lot or any improvements made thereon or cause any labor to be performed therein or thereon, the other Owner shall not under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished; all such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to that Owner's Lot or any improvements therein or thereon. Nothing herein contained shall authorize either Owner or any person dealing through, with or under either Owner, to charge the Lot of the other Owner with any mechanic's lien or other lien or encumbrance whatsoever; and, on the contrary (and notice is hereby given), the right and power to charge any lien or encumbrance of any kind against the other Owner or the other Owner's Lot for work done or material furnished to one Owner's Lot is hereby expressly denied and prohibited.

(b) Except as otherwise provided herein, if because of any act or omission of either Owner any mechanic's or other lien or order for the payment of money shall be filed against the other Owner's Lot or any improvements therein or thereon, or against the other Owner (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall, at that Owner's sole cost and expense, cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the other Owner, within twenty (20) days after the date of filing thereof, and further shall indemnify and save the other Owner harmless from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney's fees, resulting therefrom.

8. Use Restrictions.

(a) The Lots shall be used for residential purposes only as a permitted use, together with conditional and accessory uses as may be permitted by Town of Eagle zoning ordinances (including, without limitation, home occupations). Neither Owner may apply for any zoning change, variance or reclassification, for either Lot or the Lots as a whole, without the prior written consent of the other Owner. No structures of a temporary character, including trailers or recreational vehicles, shall be used on any portion of any of Lot 1 at any time as a residence, either temporarily or permanently.

(b) No animals of any kind shall be raised, bred or kept on either Lot, except that a total of three (3) household pets, including dogs, cats or other household pets, may be kept by an Owner provided that they are not kept, bred or maintained for any commercial purposes and provided further that they do not unreasonably interfere with the use and enjoyment of the other Lot by its Owner. Any clean-up required or damage caused by an animal kept by an Owner shall be the responsibility of such Owner keeping the animal, and each Owner indemnifies the other for any damage or injury to person or property caused by any animal kept by an Owner. No animals kept on either Lot shall be left unattended at any time or suffered or permitted to become a nuisance to the other Owner or surrounding properties. This provision does not apply to small animals that are kept in cages, terrariums, or aquariums such as birds, small reptiles or fish, which are permitted.

(c) No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Lots, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner or resident of the adjoining Lot.

(d) All rubbish, trash or garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. All such trash removal expenses shall be expenses of each individual Owner, and are not a joint expense of the Owners.

(e) An Owner shall do no act nor any work that will impair any easement or hereditament or do any act or allow any condition to exist which will adversely affect the other Lot.

(f) Except for attractive, well-maintained outdoor furnishings as set forth in Section 2, no exterior storage of any personal property shall be permitted on either Lot.

(g) Parking of trailers, campers, motor homes, ATVs or recreational vehicles on either Lot for more than thirty days per year is expressly prohibited. No commercial vehicles shall be parked on either Lot for any length of time, except that vehicles belonging to contractors or other professionals performing services on a Lot may park their vehicles on such Lot for the duration of such service; provided however, that no such vehicles may remain parked overnight (i.e., between the hours of 10 p.m. and 7 a.m.).

9. Insurance.

(a) Each Owner shall keep that Owner's Lot and all improvements and fixtures located thereon insured against loss or damage by fire and extended coverage perils (including vandalism and malicious mischief) for the maximum appreciated replacement value thereof, and covering such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to similar properties issued by a responsible insurance company or companies authorized to do business in the State of Colorado. In order to assure that the improvements and fixtures on each Lot are property and fully insured, it is recommended that the Owners place their insurance using a common insurance broker and insurance company.

(b) Each Owner shall provide and keep in force general public liability and property damage insurance against claims for bodily injury or death or property damage occurring in, on or upon that Owner's Lot and the improvements thereon, in a limit of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or death to any number of persons arising out of one accident or disaster, or for damage to property, and if higher limits shall at any time be customary to protect against tort liability, such higher limits shall be carried.

(c) The insurance policies required by this Section to be obtained by the Owners shall be issued by insurance companies of recognized responsibility licensed to do business in the State of Colorado which are rated "A" or better (and are in a Financial Size Category of Class VIII or higher) by *Best's Key Rating Guide* or which have an equivalent financial rating from a comparable insurance rating organization. All policies of liability insurance required by this Section shall be issued on an "occurrence" basis and shall be written as primary policy coverage (or may be satisfied by maintaining a policy of primary insurance and a policy or policies of excess liability insurance). Neither the issuance of any insurance policy required under this Section nor the minimum limits of liability specified in this Section shall be deemed to limit or restrict in any way the insured party's liability under this Declaration. Each Owner shall deliver to the other Owner certificates evidencing all insurance required to be carried under this Section upon reasonable request, each containing agreements by the insurers (if reasonably attainable) not to cancel or modify the policies without giving the other Owner (and all first mortgagees of Lot 1, if any) written notice of at least thirty (30) days. Each Owner shall have the right to inspect and copy all such insurance policies of the other owner and require evidence of the payments of premiums thereon.

(d) Except as set forth in subsection (a) above, nothing provided in this Section shall prevent the Owners from jointly acquiring a single insurance policy to cover any one or more of the hazards required in this Section, or as otherwise deemed necessary or desirable by the Owners. Such premiums shall be apportioned according to the relevant coverage to each Lot.

(e) Insurance coverage on any personal property items stored within the improvements located on each Lot shall be the responsibility of the Owner thereof. However, nothing herein shall be construed to require such insurance.

10. Enforcement.

(a) If an Owner, at any time, shall neglect or refuse to perform or pay his share of any obligation required hereunder (the “**Defaulting Owner**”), the other Owner may, but shall not be obligated to, after twenty (20) days’ written notice to the Defaulting Owner (unless the circumstances require immediate action to avoid the imminent threat of harm to persons or property), take such action or make such payment, or, on behalf of the Defaulting Owner, expend such sum as may be necessary to perform such obligation, including but not limited to, the payment of any insurance premiums required hereunder for repair, restoration or maintenance, and such other Owner shall have an easement and right of entry in and to that part of the Defaulting Owner’s Lot as is reasonably necessary for such repair, restoration or maintenance.

(b) All sums so paid or expended by an Owner, with interest thereon at the rate of eighteen percent (18%) per annum from the date of such payment or expenditure, shall be payable by the Owner so failing to perform upon demand of the Defaulting Owner.

(c) All sums so demanded but unpaid by the Defaulting Owner shall constitute a lien on the Lot of the Defaulting Owner in favor of the other Owner prior to all other liens and encumbrances, except: (i) liens for taxes and special assessments; and (ii) the lien of any first mortgage or first deed of trust of record encumbering such Lot. The lien shall attach from the date when the unpaid sum shall become due and may be foreclosed in like manner as a mortgage on real property. To evidence such a lien, written notice of the lien shall be prepared, setting forth the amount of the unpaid indebtedness, the name of the Defaulting Owner, and description of the Lot to which the lien shall attach. Such notice shall be signed by the Owner in whose favor the lien shall be filed, and the lien shall be recorded in the office of the Clerk and Recorder of the County of Eagle. If an Owner incurs costs or expenses in connection with the collection of sums expended by such Owner, including any costs and expenses of recording a lien or those of any foreclosure or other collection proceedings, the Defaulting Owner shall be required to pay such costs and expenses, including reasonable attorney’s fees.

(d) The lien provided for herein shall be subordinate to the lien of any first mortgage or deed of trust, including all additional advances thereon. Sale or transfer of either Lot as the result of court foreclosure or a mortgage foreclosure through the public trustee, or any proceeding in lieu of foreclosure, shall extinguish the lien as to payments thereof which become due prior to such sale or transfer, but shall not relieve any former owner of personal liability therefor. The first mortgagee of such Lot who acquires title by way of foreclosure or the taking of a deed in lieu thereof shall not, however, be liable for any past due amounts and/or obligations due hereunder and shall only become liable for future amounts and/or obligations on the date it becomes the owner of such Lot. No such sale or transfer as described herein shall relieve such Lot from liability for any amounts or obligations thereafter becoming due or from the lien thereof. In the event of the sale or transfer of a Lot with respect to which sums shall be unpaid by a Defaulting Owner, except transfers to a first mortgagee in connection with a foreclosure of its lien or a deed in lieu thereof, the purchaser or other transferee of an interest in such Lot shall be jointly and severally liable with the seller or transferor thereof for any such unpaid sums.

(e) Upon written request of any party constituting an Owner, mortgagee, prospective mortgagee, purchaser or other prospective transferee of a Lot, the other Owner shall issue a written statement setting forth the particulars of amount owed under this Section and/or any non-monetary default under this Declaration that may exist. Such statement is binding upon the executing Owner in favor of any person who may rely thereon in good faith. Unless a request for such statement shall be complied with within fifteen (15) days after receipt thereof, all unpaid sums which become due prior to the date of making the request shall be subordinated to the lien or other interest of the person requesting such statement.

(f) Each provision of this Declaration shall be enforceable by any Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

(g) Each Owner hereby agrees that any and all actions in equity or at law which are instituted to enforce any provision hereunder shall be brought in and only in the courts of the County of Eagle, State of Colorado.

(h) Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision, the right to enforce such provision thereafter, or of any other provision of this Declaration.

(i) Any exercise of any right granted hereunder by one Owner with respect to the other Owner's Lot, including but not limited to, the use of any easement granted herein, shall be exercised in a manner which shall not unreasonably hinder, impede or impose upon such other Owner's use and quiet enjoyment of his Lot.

## 11. Easements.

(a) Easement for Encroachments. Each Lot shall be subject to an easement for encroachments created by construction, settling and overhang, including, without limitation, overhang caused by the opening of windows and doors, previously existing or as designed and constructed by the Declarants or as a result of any addition or improvement pursuant to this Declaration. A valid easement for such encroachments and for the maintenance of same, so long as they exist, shall and does exist. In the event any improvement is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments of parts of an adjacent Lot due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the improvements shall stand.

(b) Blanket Utility Easement. There is hereby created a blanket easement upon, across, over and under the unimproved portion of each of the Lots for the benefit of the Lots and the structures and improvements situated thereon, including the party wall, for ingress and egress, installation, replacing, repairing and maintaining all common property and utilities, including, but not limited to, water, sewer, gas, telephone, cable television and electricity. Said blanket easement includes future utility services not presently available to the Lots which may reasonably be

required in the future. By virtue of this easement, it shall be expressly permissible for the companies providing utilities to the Lots to erect and maintain the necessary equipment on any of the Lots and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the improvements, all in a manner customary for such companies in the area surrounding Lot 1. Notwithstanding the foregoing, to the extent practicable, all such utility equipment, wires, circuits and conduits will be placed underground, on the Lot benefited thereby, and as close to the Lot line as practicable. Either Owner shall have the right to relocate (or have the utility company relocate) within that Owner's Lot any utility at his sole cost and expense, so long as such relocation does not materially adversely affect the other Lot.

12. General Provisions.

(a) Notice. Each Owner shall register that Owner's telephone numbers and mailing and email addresses with the other Owner upon purchase of a Lot. All notices or demands intended to be served upon Owners shall be effective if delivered by hand delivery, or by certified mail, postage prepaid, or by a nationally recognized overnight courier service, addressed in the name of the Owner at such registered mailing address or sent by email to the email address provided by such Owner. If an Owner has not registered such Owner's address or email address with the other Owner, such other Owner may deliver any notice to the address of the other Owner on record with the Assessor of Eagle County, Colorado. Notices delivered by hand delivery shall be effective upon receipt; notices sent via overnight courier shall be deemed received by the recipient one (1) day after deposit with such courier; notices sent by certified mail shall be deemed received by the recipient three (3) business days after posted with the United States Post Office, and notices sent by email shall be effective upon electronic confirmation of receipt.

(b) Owner Approval; No Response to Request Deemed Approval. In all cases where the approval of an Owner is required under this Declaration, such approval shall not be unreasonably withheld, conditioned or delayed. For the purposes of the foregoing, and by way of example only and not limitation, a request for additional information associated with any pending request for approval shall not constitute an unreasonable delay so long as the information requested is pertinent to the subject matter at hand and the request is made in a timely manner. Additionally, if an Owner submits a request to the other Owner for consent or approval for any other purpose pursuant to this Declaration, a response to such request by the other Owner shall not be deemed unreasonably delayed if delivered to the requesting Owner within thirty (30) days after the delivery of the request to such Owner. If no response to a submission is received by the requesting Owner within thirty (30) days after the delivery of the request to the other Owner, then the submission request by the Owner shall be deemed approved; provided, however, that the foregoing shall not apply to any Owner approval requested under subsection (c) below or any other action in which the written approval or signature of both Owners is required.

(c) Amendment or Revocation. This Declaration may be amended or revoked at any time upon unanimous written approval in recordable form of all Owners. The covenants and restrictions of this Declaration shall be amended or revoked only by an instrument which specifically refers to this Declaration and which is signed by each of the then existing Owners.

Any amendment and/or revocation so made must be properly recorded at the Office of the Clerk and Recorder of the County of Eagle, State of Colorado.

(d) Effect of Provisions of Declaration. Each provision of this Declaration, including any exhibits hereto, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, and any necessary exemption or reservation or grant of title, estate, right or interest to effectuate any provision of this Declaration: (i) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any portion of Lot 2 or Lot 3 is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (ii) shall, by virtue of acceptance of any right, title or interest in any portion of Lot 2 or Lot 3 by an Owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner and, as a personal covenant, shall be binding on such Owner and his heirs, personal representatives, successors and assigns and shall be deemed a personal covenant to, with and for the benefit of each Owner of any portion of either Lot; and (iii) shall be deemed a real covenant by Declarants, for itself, its administrators, successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to each and every portion of Lot 2 and Lot 3.

(e) Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration which shall remain in full force and effect.

(f) Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

(g) Construction. When necessary for proper construction, the masculine of any word used in this Declaration shall include the feminine or neuter gender, and the singular the plural, and vice versa.

(h) Governing Law. This Declaration is made and executed under and in respect to, and shall be governed and construed by, the laws of the State of Colorado.

(i) Mediation/Arbitration. In the event a dispute of any kind or nature arises under this Declaration or pertaining to matters related to this Declaration between the Owners of the Lots, the parties shall first negotiate in good faith in an effort to resolve the dispute and may use a third-party mediator to assist in the dispute resolution (with costs split equally between the parties). If the dispute is not resolved following good faith negotiations, the Owners shall select a mutually agreeable arbitrator and submit the dispute to such arbitrator for binding arbitration in Eagle County, Colorado within thirty (30) days under the appropriate Arbitration Rules of the American Arbitration Association, JAG, or other arbitration group selected by mutual agreement of the parties (unless determined otherwise by the parties or the arbitrator, the costs of such arbitrator shall be split equally between the parties). In the event the parties are unable to agree upon the arbitrator, the arbitrator shall be appointed in accordance with the rules and procedures of the American Arbitration Association. Arbitration of any dispute between the Owners under this Declaration shall proceed even though there may be related disputes involving third parties

which cannot be arbitrated, such as mechanics' lien claims, arising out of transactions involving the Owners. The arbitration award may be enforced in any court of competent jurisdiction in the State of Colorado, in accordance with the provisions of the Colorado Uniform Arbitration Act and/or any other statute or rule permitting an arbitration award to be enforced. This provision shall not apply to any enforcement action brought pursuant to Section 10 hereof, including, without limitation any lien foreclosure action; any action brought to enjoin or discharge a mechanic's lien pursuant to Section 7 hereof, or any claim for indemnification under the provisions of this Declaration.

[End of Declaration; Signatures Follow]

IN WITNESS WHEREOF, the undersigned being the Declarants herein, has hereunder set executed this Party Wall and Duplex Declaration as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

DECLARANTS:

\_\_\_\_\_  
Bryan Mullet

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Bryan Mullet.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public

---

Tommie Belz

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025 by Tommie Belz.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_.

[SEAL]

---

Notary Public

## JOINDER OF LIENOR

The undersigned, beneficiary under the deed of trust recorded \_\_\_\_\_ at Reception No. \_\_\_\_\_ in the office of the Clerk and Recorder of Eagle County, Colorado (the “**Deed of Trust**”), as such Deed of Trust may be amended and supplemented from time to time, for itself and its successors and assigns, approves the foregoing Party Wall and Duplex Declaration, affecting all or a portion of the property encumbered by the Deed of Trust, and agrees that no foreclosure or other enforcement of any remedy pursuant to the Deed of Trust shall impair, invalidate, supersede or otherwise affect the covenants, conditions, restrictions and easements established by this Wall and Duplex Declaration.

[LENDER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

WITNESS my hand and official seal.  
My commission expires: \_\_\_\_\_.

[SEAL]

## Notary Public

## Exhibit E - Declaration of Shared Driveway Easement

### DECLARATION OF SHARED DRIVEWAY EASEMENT AND MAINTENANCE

THIS DECLARATION OF SHARED DRIVEWAY EASEMENT AND MAINTENANCE (this "Declaration") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025 by Bryan Mullet and Tommie Belz (collectively, "Declarant") in connection with the following real property (the "Subject Property"), and shall be effective as of the date of its filing with the Office of the Clerk and Recorder of Eagle County, Colorado (the "Effective Date"):

Lots 1, 2, 3 & 4, Mullet Subdivision, Town of Eagle, State of Colorado, A Resubdivision of Lots A, B, C & D, F.B.R. Townhomes.

As shown on the Final Plat of the Mullet Subdivision referred to herein as the "Plat".

#### RECITALS:

A. As owner in fee simple of the Subject Property, Declarant subdivided the Subject Property into four (4) distinctive lots (each, a "Lot" and, collectively, the "Lots").

B. The Lots are served by a shared driveway (the "Shared Driveway"), which is shown in its entirety on the Plat.

C. Declarant now desires to establish an easement over the Shared Driveway for the benefit of each of the Lots to provide vehicular and pedestrian access between each of the Lots and the nearest public right-of-way.

D. Declarant now additionally desires to set forth certain matters relating to the shared use and maintenance of the Shared Driveway as further set forth herein.

NOW THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land described herein, shall be a burden and a benefit to the owner of each Lot (individually, an "Owner" and collectively, the "Owners"), their successors and assigns, and any person acquiring or owning an interest in the real property which is described herein and improvements built therein, their grantees, personal representatives, heirs, successors and assigns.

#### DECLARATION:

1. Ownership. The portion of the Shared Driveway and any appurtenant facilities or other equipment and property, if any, located on an Owner's Lot shall be owned by that Owner, subject to the terms and conditions of this Declaration.

2. Shared Driveway; Easements.

a. The common costs of maintaining the Shared Driveway shall include all costs of routine snow and ice removal.

b. Shared Driveway Easement. There is hereby granted to each Owner a nonexclusive, perpetual access easement (the "Shared Driveway Easement") over and across the Shared Driveway located on the other Owners' Lots, for the benefit of all Owners and such Owners' family members, guests,

agents, contractors or invitees, for the purposes of providing vehicular and pedestrian ingress and egress between each Owner's Lot and Whiting Road. No Owner shall use the Shared Driveway in a manner that prevents the free flow of vehicular and pedestrian traffic over and across the Shared Driveway, nor shall any Owner hinder, or permit such Owner's family members, guests, agents, contractors or invitees to hinder, reasonable access by any other Owners and their family members, guests, agents, contractors or invitees to any Lot. No parking or storage of vehicles or other personal property shall be permitted on the Shared Driveway at any time. The Owners shall ensure that the Shared Driveway is kept in a neat and clean condition at all times, free of any litter or refuse. The Shared Driveway Easement shall end at the beginning of the lot farthest from Whiting Road, depicted as Lot 4 on the Plat ("Lot 4"). The Shared Driveway Easement set forth in this Section 2(b) shall apply to the benefit of all professional maintenance technician and/or home management companies with whom the Owners may engage for the purpose of maintaining the Shared Driveway.

c. *Maintenance Easement.* There is hereby granted to each Owner a nonexclusive, perpetual easement in areas of the Subject Property occupied by the Shared Driveway, which includes the area depicted as the "Access, Utility, and Drainage Easement", for the purpose of maintaining, repairing, improving, and replacing the Shared Driveway, together with a right of ingress and egress to and from the easement area and the use of such adjacent areas as are reasonably necessary in connection with the Owners' rights and obligations as provided herein (the "**Maintenance Easement**"). The maintenance of the portion of the driveway located on Lot 4 shall be the sole responsibility of the Owner of Lot 4. The Maintenance Easement set forth in this Section 2(c) shall apply to the benefit of all professional maintenance technician and/or home management companies with whom the Owners may engage for the purpose of maintaining the Shared Driveway.

d. In addition to the foregoing, a general, nonexclusive and perpetual easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, and any other third parties with cause to enter onto any of the Lots for emergency purposes, to enter upon the Shared Driveway in the proper performance of their duties.

### 3. Management of Shared Driveway.

a. Maintenance; Repair. The Shared Driveway shall at all times be maintained in good condition and in working order, including snow and ice removal as appropriate. Except for any expense or liability caused through the negligence or willful act of any Owner, such Owner's family members, guests, agents, contractors or invitees (including, without limitation, damage or destruction which occurs in connection with the construction or reconstruction of any improvements on a Lot), which shall be borne solely by such Owner, the costs of all maintenance, repair and improvement of the Shared Driveway shall be allocated among the Owners in accordance with subsection 3(b) below. The character of the Shared Driveway as initially installed by the Declarant shall not be changed except as otherwise mutually agreed upon in writing by the Owners. If all or any portion of the Shared Driveway is damaged or destroyed, such damage or destruction shall be promptly repaired and reconstructed (as coordinated by the Owner Representative, pursuant to subsection 3(e) below). "Repair and reconstruction" means the restoration of the Shared Driveway to substantially the same condition in which it existed prior to such damage or destruction or, if the foregoing is not possible to ascertain, then to the condition as originally constructed by Declarant. If any insurance claim has been made and paid for such damage or destruction, the Owner Representative shall use the available proceeds to pay for the costs of repair or reconstruction; provided, however, that the availability of any such proceeds shall not relieve any Owners from the obligation to complete, and pay for the costs of, the repair and/or reconstruction.

b. Annual Meeting; Payment of Estimated Costs.

i. Commencing in the calendar year in which the Effective Date occurs, the Owners shall hold an annual meeting (which may be conducted in person or via telephonic or electronic means) to (1) elect an Owner Representative to oversee the matters set forth in this Declaration, and (2) discuss necessary regular annual maintenance of the Shared Driveway, including maintenance, repair, snow and ice removal from the Shared Driveway, insurance, and to address any items of deferred maintenance, repair or capital improvement to the Shared Driveway. Notice of the meeting shall be given to each Owner in advance of the meeting. A quorum shall exist for any annual meeting of the Owners if at least three (3) of the Owners are in attendance and any act of the Owners shall require a vote of three quarters ( $\frac{3}{4}$ ) of the Owners of all Lots. The Owners may waive any requirement of this Declaration by a vote of three quarters ( $\frac{3}{4}$ ) of the Owners of all Lots.

ii. Following the annual meeting and notice of estimated annual costs for the year, each of the Owners shall have fifteen (15) days to pay to the Owner Representative such Owner's portion of the estimated expenses for the year. The Owner Representative shall deposit such funds in a separate account and shall not co-mingle funds paid under this Declaration with any other funds of the Owner Representative. The Owner Representative shall pay any contractors or other service providers out of such separate account. Any Owner shall have the right to review the records of the account and all bills paid by the Owner Representative on behalf of the Owners, and on or before July 15 of each year the Owner Representative shall provide an annual accounting of all funds received and spent during the previous 12 months.

c. Special Meetings. In the event that one or more Owners desire to address a matter related to the Shared Driveway or any other common property or Owners' use thereof, such Owner(s) may call a special meeting of the Owners (which may be conducted in person or via telephonic or electronic means) by written notice delivered as set forth in subsection 3(b)(i) above. A quorum shall exist for any special meeting if at least three (3) of the Owners are in attendance.

d. Allocation of Costs. All costs associated with the Shared Driveway which are to be paid by the Owners collectively, shall be allocated equally among the Lots such that each Lot's percentage allocation of such costs is twenty-five percent (25%).

e. Owner Representative. For the purposes of this Declaration, the "**Owner Representative**" shall mean an individual having a direct or indirect ownership interest in a Lot, who is appointed by the Owners to coordinate and manage the maintenance of the Shared Driveway as provided in this Declaration, to collect sums due from Owners, and make timely payments to the appropriate parties for any services rendered pursuant to this Agreement. The Owner Representative shall be entitled to reimbursement from the other Owners for any out-of-pocket expenses incurred in the administration of his or her duties under this Declaration, but no additional compensation. Except for any dishonest, fraudulent or otherwise unlawful acts or omissions, the Owner Representative shall have no liability whatsoever to the other Owners for claims or damages arising from the performance of the duties of the Owner Representative as specified hereunder and/or at the direction of the Owners in accordance with this Declaration.

f. Actions of Owners. Any affirmative vote of a majority of the Owners shall constitute an action or agreement of the Owners.

g. Repaving the Shared Driveway. 3 out of 4 Owners may agree to repave the Shared Driveway during the annual or special meeting as described above. The Owner Representative shall initiate the repaving and shall be reimbursed for the cost from the other Owners.

#### 4. Enforcement.

a. If an Owner, at any time, shall neglect or refuse to perform or pay his share of any obligation required hereunder (the “**Defaulting Owner**”), the Owner Representative may, but shall not be obligated to, after twenty (20) days’ written notice to the Defaulting Owner (unless the circumstances require immediate action, in which case only as much notice as may be practicable under the circumstances, if any, shall be necessary), make such payment, or, on behalf of the Defaulting Owner, expend such sum as may be necessary to perform such obligation, including but not limited to, the payment of any costs required hereunder for repair, restoration or maintenance. All sums so paid or expended on behalf of a Defaulting Owner, with interest thereon at the rate of twelve percent (12%) per annum from the date of such payment or expenditure, shall be payable by the Defaulting Owner so failing to perform upon demand of the Owner Representative.

b. In addition to all other remedies provided in this Declaration, at law or in equity, all sums so demanded but unpaid by the Defaulting Owner shall constitute a lien on the Lot of the Defaulting Owner in favor of the other Owners prior to all other liens and encumbrances, except: (i) liens for taxes and special assessments; and (ii) the lien of any first mortgage or first deed of trust of record encumbering such Lot. The lien shall attach from the date when the unpaid sum shall become due and may be foreclosed in like manner as a mortgage on real property. To evidence such a lien, written notice of the lien shall be prepared, setting forth the amount of the unpaid indebtedness, the name of the Defaulting Owner, and description of the Lot to which the lien shall attach. Such notice shall be signed by the Owner Representative, and the lien shall be recorded in the office of the Clerk and Recorder of the County of Eagle. If the Owner Representative incurs costs or expenses in connection with the collection of sums expended on behalf of the Defaulting Owner, including any costs and expenses of recording a lien or those of any foreclosure or other collection proceedings, the Defaulting Owner shall be required to pay such costs and expenses, including reasonable attorney’s fees, with interest thereon at the rate set forth above.

c. The lien provided for herein shall be subordinate to the lien of any first mortgage or deed of trust, including all additional advances thereon. Sale or transfer of a Lot as the result of court foreclosure or a mortgage foreclosure through the public trustee, or any proceeding in lieu of foreclosure, shall extinguish the lien as to payments thereof which become due prior to such sale or transfer, and the first mortgagee of such Lot who acquires title by way of foreclosure or the taking of a deed in lieu thereof shall not be liable for any past due amounts and/or obligations due hereunder and shall only become liable for future amounts and/or obligations on the date it becomes the owner of such Lot. However, no such sale or transfer as described herein shall relieve the Defaulting Owner of such Lot from personal liability for any amounts and/or obligations thereafter becoming due prior to the date of such sale or transfer, and the Owners may pursue all remedies at law or in equity against such Defaulting Owner. In the event of the sale or transfer of a Lot with respect to which sums shall be unpaid by a Defaulting Owner, except transfers to a first mortgagee in connection with a foreclosure of its lien or a deed in lieu thereof, the purchaser or other transferee of an interest in such Lot shall be jointly and severally liable with the seller or transferor thereof for any such unpaid sums.

d. Upon written request of any Owner, mortgagee, prospective mortgagee, purchaser or other prospective transferee of a Lot, the Owner Representative, in consultation with the other Owners, if necessary, shall issue a written statement setting forth any delinquent sums then owed by any Defaulting Owner under this Section, if any. Such statement is binding upon the remaining Owners in favor of any person who may rely thereon in good faith. Unless a request for such statement shall be complied with within fifteen (15) days after receipt thereof, all unpaid sums which become due prior to the date of making the request shall be subordinated to the lien or other interest of the person requesting such statement.

e. Each provision of this Declaration shall be enforceable by any Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages. If court proceedings are

instituted in connection with the rights of enforcement and remedies provided in this Declaration the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees. Each Owner hereby agrees that any and all actions in equity or at law which are instituted to enforce any provision hereunder shall be brought in and only in the courts of the County of Eagle, State of Colorado. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision, the right to enforce such provision thereafter, or of any other provision of this Declaration.

5. Mechanic's Liens, Indemnification.

a. Except for the lien described in Section 4 above, nothing herein contained shall authorize the Owner Representative, any Owner or any person dealing through, with or under the Owner Representative or any Owner, to charge any Lot other than his own with any lien, encumbrance or order for the payment of money to a third party, including, without limitation, a mechanic's lien or similar legal encumbrance; and, on the contrary (and notice is hereby given), the right and power to charge any lien or encumbrance of any kind against any Owner or Owner's Lot for work done or material furnished in connection with this Declaration is expressly denied and prohibited.

b. If because of any act or omission of the Owner Representative or any Owner, a mechanic's or other lien, encumbrance or order for the payment of money to a third party shall be filed against an Owner's Lot or any improvements therein or thereon, or against another Owner (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall, at his own cost and expense, cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the encumbered Owner, within twenty (20) days after the date of filing thereof, and further shall indemnify and save the encumbered Owner harmless from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees, resulting therefrom.

6. Dispute Resolution; Mediation. If a dispute arises relating to this Declaration and is not resolved, the Owners shall first proceed in good faith to submit the matter to mediation. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty (30) days of the date written notice requesting mediation is delivered by one Owner to the other party at the party's last known address. In the event that resolution of any dispute through mediation is unsuccessful, the Owners may pursue all remedies at law or in equity.

7. General Provisions.

a. Notice. Each Owner shall register its mailing and email address with the other Owners, including the Owner Representative, and all notices or demands intended to be served upon Owners shall be sent by certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address, with a copy by email. If an Owner has not registered his mailing address with the other Owners and/or the Owner Representative, notices may be delivered to the address of such Owner on record with the Assessor of Eagle County, Colorado. In the alternative, notices may be delivered personally to Owners, with a copy by email. Notices sent by certified mail shall be deemed received by the recipient three (3) business days after posted with the United States Post Office, and notices personally delivered shall be deemed delivered upon the date of receipt.

b. Amendment or Revocation. This Declaration may be amended or revoked at any time upon unanimous written approval in recordable form of all Owners. The covenants and restrictions of this Declaration shall be amended or revoked only by an instrument which specifically refers to this Declaration

and which is signed by each of the then existing Owners. Any amendment and/or revocation so made must be properly recorded at the Office of the Clerk and Recorder of the County of Eagle, State of Colorado.

c. Effect of Provisions of Declaration. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, and any necessary exemption or reservation or grant of title, estate, right or interest to effectuate any provision of this Declaration: (i) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any portion of the Lots is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (ii) shall, by virtue of acceptance of any right, title or interest in any portion of the Lots by an owner thereof, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner and, as a personal covenant, shall be binding on such owner and his heirs, personal representatives, successors and assigns and shall be deemed a personal covenant to, with and for the benefit of each owner of any portion of the Lots; and (iii) shall be deemed a real covenant by Declarant, for itself, its administrators, successors and assigns, and also an equitable servitude, running, in each case, as a perpetual burden with and upon the title to each and every portion of the Lots.

d. No Declarant Powers. Notwithstanding anything to the contrary herein, no rights or powers are reserved to Declarant in this Declaration. Except for certain obligations of Declarant as expressly set forth herein, Declarant shall have no liability or obligation whatsoever under this Declaration, whether relating to the Lots, the Shared Driveway or otherwise.

e. Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration which shall remain in full force and effect.

f. No Dedication to Public. Nothing herein contained shall be deemed a gift or dedication of any portion of the Lots or any of the easements created by this Declaration to the general public or for public use or purpose whatsoever.

g. No Joint Venture, Partnership or Association. This Declaration is not intended, and shall in no event be construed, to create a joint venture, partnership or other association among the Owners.

h. Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

i. Construction. When necessary for proper construction, the masculine of any word used in this Declaration shall include the feminine or neuter gender, and the singular the plural, and vice versa.

j. Governing Law. This Declaration is made and executed under and in respect to, and shall be governed and construed by, the laws of the State of Colorado. Venue shall be proper in the District Court of Eagle County, Colorado.

IN WITNESS WHEREOF, the undersigned Declarant has hereunder set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**DECLARANT:**

---

Bryan Mullet

---

Tommie Belz

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025,  
by Bryan Mullet.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

[SEAL]

---

## Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
 )ss.  
 )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025,  
by Tommie Belz.

Witness my hand and official seal.

Witness my hand and official seal.

[SEAL]

---

Notary Public

## **JOINDER OF LIENOR**

The undersigned, beneficiary under the deed of trust dated \_\_\_\_\_ and recorded \_\_\_\_\_ at Reception No. \_\_\_\_\_ in the office of the Clerk and Recorder of Eagle County, Colorado (collectively, the **“Deed of Trust”**), as such Deed of Trust may be amended and supplemented from time to time, for itself and its successors and assigns, approves the foregoing Declaration of Shared Driveway Easement and Maintenance, affecting all or a portion of the property encumbered by the Deed of Trust, and agrees that no foreclosure or other enforcement of any remedy pursuant to the Deed of Trust shall impair, invalidate, supersede or otherwise affect the covenants, conditions, restrictions and easements established by this Declaration of Shared Driveway Easement and Maintenance.

LENDER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_  
\_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

WITNESS my hand and official seal.  
My commission expires: .

[SEAL]

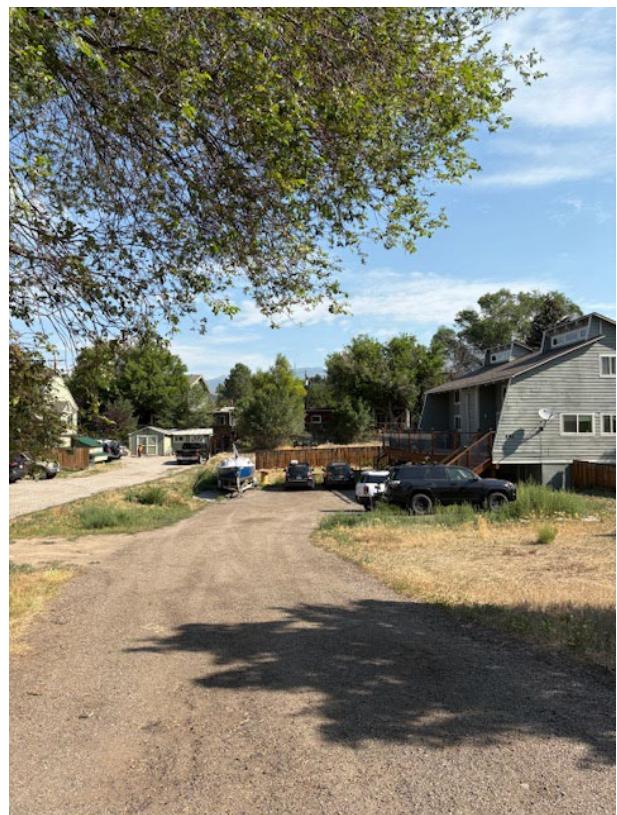
## Notary Public

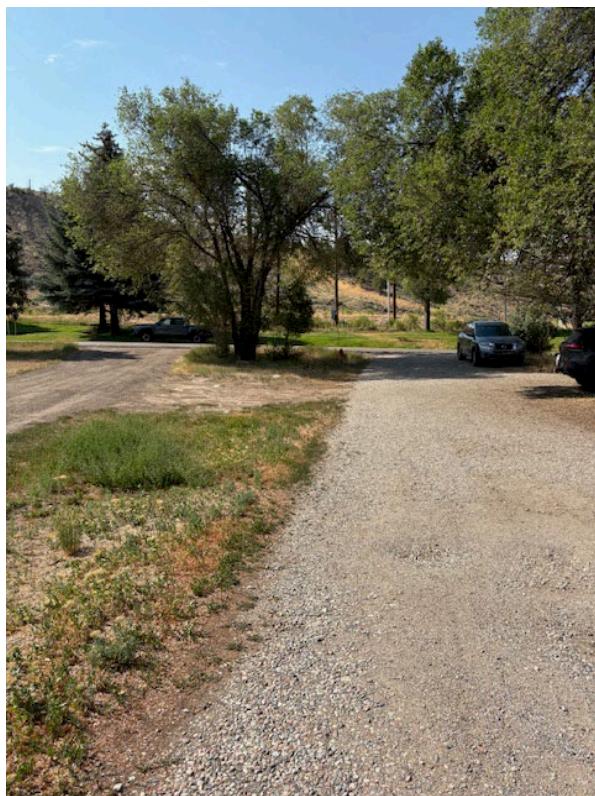
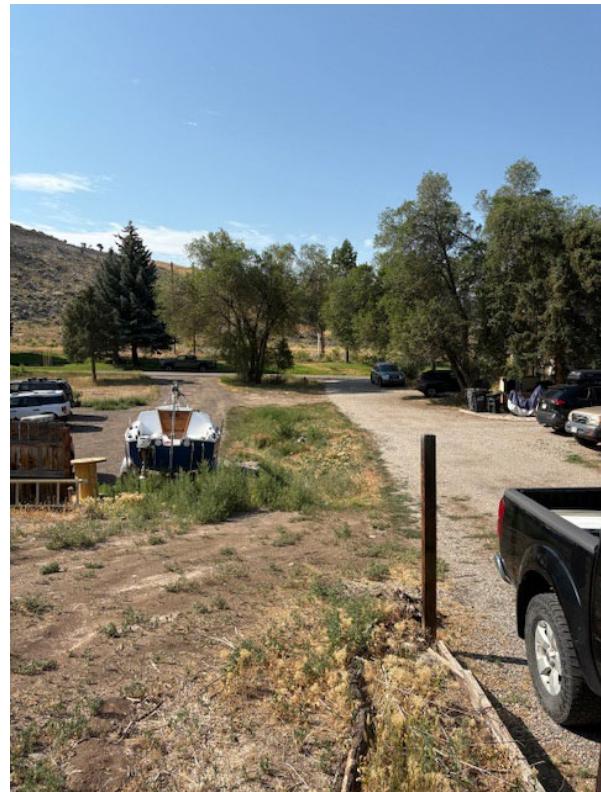
## Exhibit F - Site Photos

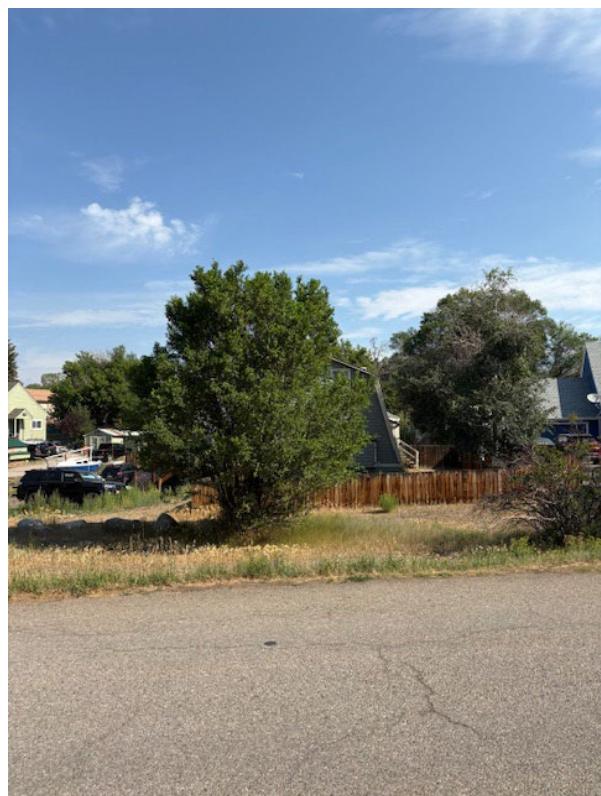
### Mullet Subdivision Existing Conditions Photos

July 2025





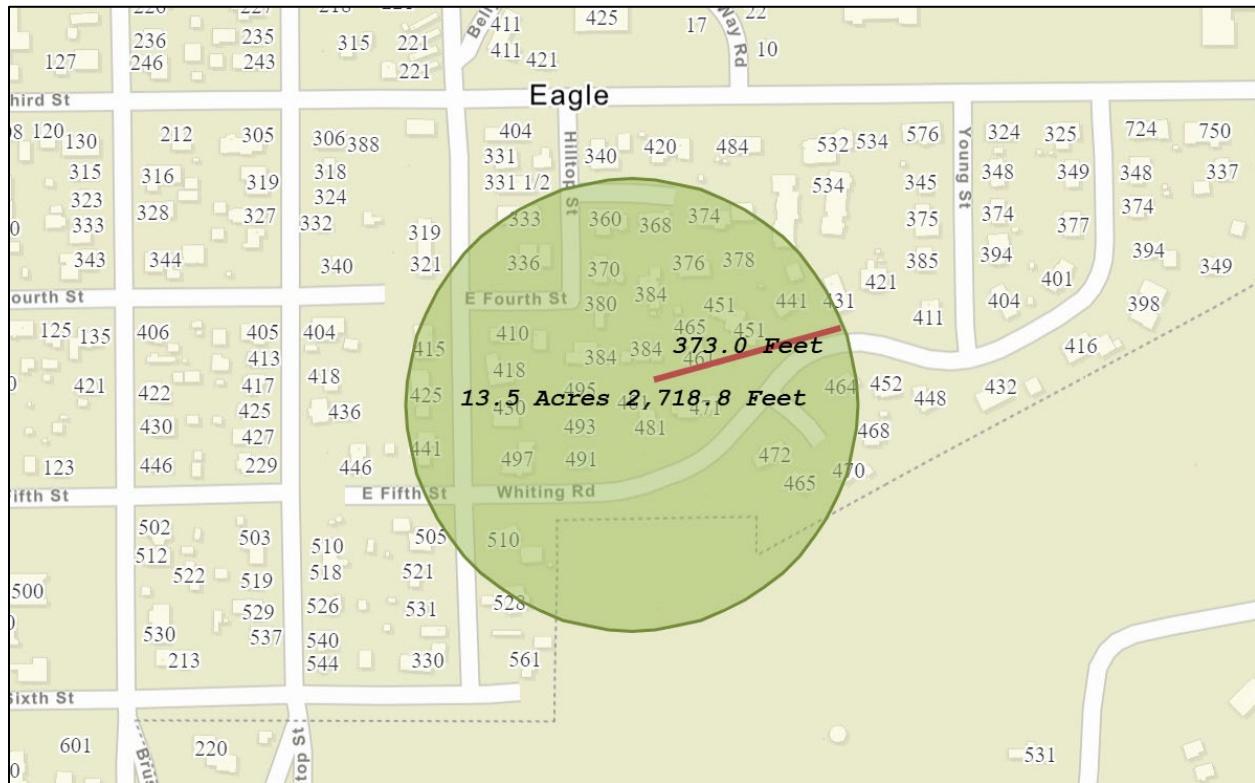




## Exhibit G - Adjacent Property Owners List

### Mullet Subdivision Adjacent Property Owner Map and List

July 22, 2025



#### List:

368 Blacksmith Road  
Gonzalez, Maria Delores & Maria R. Gonzalez C., Donaciano  
P.O. Box 1583  
Eagle, CO. 81631

374 Blacksmith Road  
Deluca, Justin P.  
P.O. Box 5445  
Eagle, CO. 81631

376 Blacksmith Road  
Eggleston, Rachel Hannah & Keith Patrick  
P.O. Box 3962  
Avon, CO. 81620

378 Blacksmith Road

Lujan, James & Alicia  
P.O. Box 4861  
Eagle, CO. 81631

370 Hilltop Street  
Bishop, Chieko T.  
P.O. Box 147  
Eagle, CO. 81631

370 Hilltop Street  
Jorgenson, Angela & Tory  
P.O. Box 121  
Gypsum, CO. 81637

380 Hilltop Street  
Post, Lucille  
P.O. Box 392  
Eagle, CO. 81631

384 Hilltop Road #1  
Dallmann, Jeffery David & Melissa Ann  
P.O. Box 4953  
Eagle, CO. 81631-4953

384 Hilltop Road #2  
Beckley, Michael C. & Jennifer R.  
P.O. Box 6361  
Eagle, CO. 81631

384 Hilltop Road #3  
King, Tiana M.  
P.O. Box 5484  
Eagle, CO. 81631

384 Hilltop Road #4  
Kenney, Jeanine & Jeffery  
P.O. Box 1703  
Eagle, CO. 81631

385 Hilltop Road #5  
J. Douglas Yeakel Living Trust  
P.O. Box 943  
Leadville, CO. 80461

384 Hilltop Road #6  
Kysar, Jennifer G. & Frederick G.  
755 Harry Shirley Road  
Kearneysville, WV. 25430-3663

441 Whiting Road  
Montoya, Lemuel E. & Ella M. Vasquez  
P.O. Box 1623  
Eagle, CO. 81631

451 Whiting Road #A  
Adams, Jeanne S.  
P.O. Box 5882  
Eagle, CO. 81631

451 Whiting Road #C  
Nagel, Bryan J. & Paige  
P.O. Box 3022  
Eagle, CO. 81631

453 Whiting Road #B  
Collard, Bonnie Jo  
P.O. Box 542  
Eagle, CO. 81631

461 Whiting Road  
Jesus Manuel-Hernandez & Lucinda Rios  
P.O. Box 5161  
Eagle, CO. 81631

463 Whiting Road  
Mueller, Lisa L.  
P.O. Box 5644  
Eagle, CO. 81631

465 Whiting Court  
Huber, Clinton & Shauna  
P.O. Box 1954  
Eagle, CO. 81631

464 Whiting Road  
King, John A. & McIlroy, Helen  
P.O. Box 1021  
Eagle, CO. 81631

465 Whiting Road  
Makina, Lana Lillian  
P.O. Box 6111  
Eagle, CO. 81631

471 W. Whiting Road  
Sandoval, Agnes M.  
Vasquez, Adam  
Sandoval-Stevens, Georgetta  
P.O. Box 425  
Avon, CO. 81620-0425

472 Whiting Road  
Tinsley, Philip C. & Aubrey S.  
P.O. Box 5442  
Eagle, CO. 81631

491 Whiting Road  
Lujan, Nathan  
P.O. Box 805  
Eagle, CO. 81631

493 Whiting Road  
Sexton, Kenneth J. & Melanie D.  
P.O. Box 6024  
Eagle, CO. 81631-6024

495 Whiting Road  
Wren, Graham – ETAL  
P.O. Box 1461  
Eagle, CO. 81631-1461

497 Whiting Road  
Cahill, Daniel Douglas & Michelle J.  
P.O. Box 1077  
Vail, CO. 81658

336 E. Fourth Street  
Cox, Denver Thomas & Catterton-Cox, Susan Anne  
P.O. Box 1706  
Eagle, CO. 81631

410 E. Fourth Street

Barela, Carl D.  
P.O. Box 4288  
Eagle, CO. 81631

420 E. Fourth Street  
Helmer, Daphne J.  
P.O. Box 5625  
Eagle, CO. 81631

418 Church Street  
Thomas G. Kempton & Linda Faye Kempton Revocable Trust  
P.O. Box 525  
Eagle, CO. 81631

430 Church Street  
Johnson, Erik A. & Ellen F.  
P.O. Box 64  
Eagle, CO. 81631

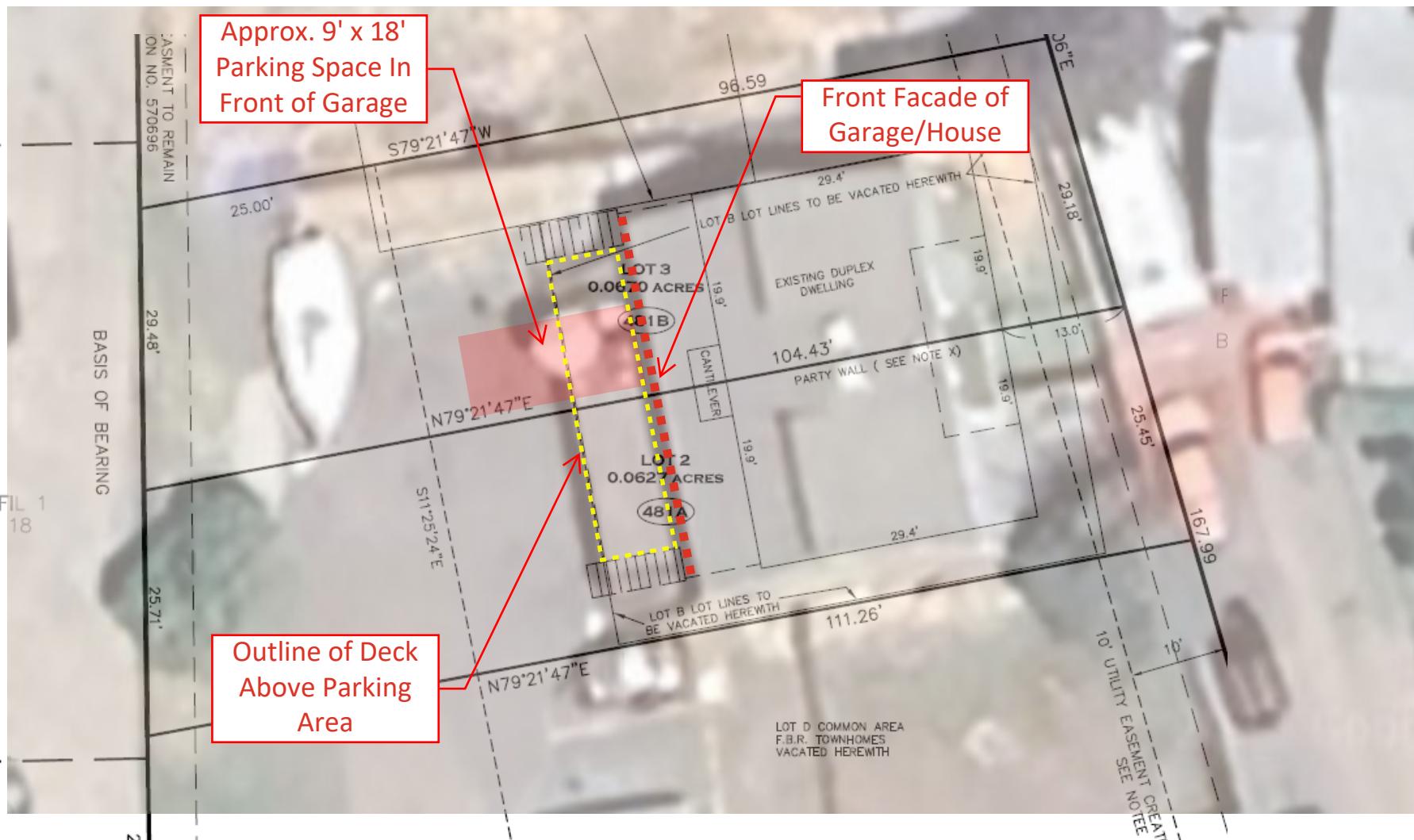
510 Church Street  
Hollis, Stacy W.  
P.O. Box 736  
Gypsum, CO. 81637

528 Church Street  
Beasley, William F. & Sonja J.  
P.O. Box 1304  
Eagle, CO. 81631

Town of Eagle  
P.O. Box 609  
Eagle, CO. 81631

Holy Cross Electric Association  
C/O: Accounting Department  
P.O. Box 2150  
Glenwood Springs, CO. 81602

## Exhibit H - Conceptual Townhome Parking Layout/Maneuverability Plan



# Exhibit I - Quit Claim Deeds

NO DOCUMENTARY FEE DUE  
CRS § 39-13-102(2)(a)

Eagle County, CO

**202517569**

Becky Close

12/22/2025

Pgs: 1

01:02:46 PM

REC: \$43.00

DOC: \$0.00

## QUITCLAIM DEED

**THIS DEED** is dated this 17<sup>th</sup> day of December, 2025 and is made between F.B.R. TOWNHOMES ASSOCIATION, INC., a Colorado nonprofit corporation, the "Grantor", of the County of Eagle and State of Colorado, and BRYAN D. MULLET AND TOMMIE C. BELZ, as Joint Tenants, collectively the "Grantees," whose legal address is 4307 67<sup>th</sup> Ave. W., Apt. B, University Place, WA 98466-5730, County of Pierce and State of Washington.

**WITNESS**, that the Grantor, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantees, and the Grantees' heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the County of Eagle and State of Colorado, described as follows:

LOT D COMMON AREA, F.B.R. TOWNHOMES, A RESUBDIVISION OF LOT 17, BLOCK 3, KAIBAB PARK SUBDIVISION, FILING NO. 1, ACCORDING TO THE PLAT, RECORDED AUGUST 28, 1995 IN BOOK 674 AT PAGE 681, COUNTY OF EAGLE, STATE OF COLORADO.

also known by street address as: 481 Whiting Rd., #D, Eagle, Colorado 81631.

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantees, and the Grantees' heirs and assigns, forever.

**IN WITNESS WHEREOF**, the Grantor has executed this deed on the date set forth above.

F.B.R. TOWNHOMES ASSOCIATION, INC.,  
a Colorado nonprofit corporation

Bryan D. Mullet, Declarant

Tommie C. Belz, Declarant

STATE OF Washington

)

) ss.

County of Pierce

)

The foregoing instrument was acknowledged before me this 17 day of December, 2025, by Bryan D. Mullet and Tommie C. Belz, as the Declarants of the F.B.R. Townhomes Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: July 13th, 2029

Notary Public

Notary Public  
State of Washington  
VICTORIA A LOPEZ-ARCE  
LICENSE # 194234  
MY COMMISSION EXPIRES  
JULY 13, 2029

Graham, WA

NO DOCUMENTARY FEE DUE  
CRS § 39-13-102(2)(a)

Eagle County, CO  
Becky Close  
Pgs: 1  
REC: \$43.00  
DOC: \$0.00

202517570  
12/22/2025  
01:02:46 PM

## QUITCLAIM DEED

**THIS DEED** is dated this 17<sup>th</sup> day of December, 2025 and is made between BRYAN D. MULLET, the "Grantor", of the County of Pierce and State of Washington, and BRYAN D. MULLET AND TOMMIE C. BELZ, as Joint Tenants, collectively the "Grantees," whose legal address is 4307 67<sup>th</sup> Ave. W., Apt. B, University Place, WA 98466-5730, County of Pierce and State of Washington.

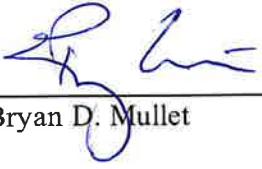
**WITNESS**, that the Grantor, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantees, and the Grantees' heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the County of Eagle and State of Colorado, described as follows:

LOT A, F.B.R. TOWNHOMES, A RESUBDIVISION OF LOT 17, BLOCK 3, KAIBAB PARK SUBDIVISION, FILING NO. 1, ACCORDING TO THE PLAT RECORDED AUGUST 28, 1995 IN BOOK 674 AT PAGE 681, COUNTY OF EAGLE, STATE OF COLORADO.

also known by street address as: 481 Whiting Rd., #A, Eagle, Colorado 81631.

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantees, and the Grantees' heirs and assigns, forever.

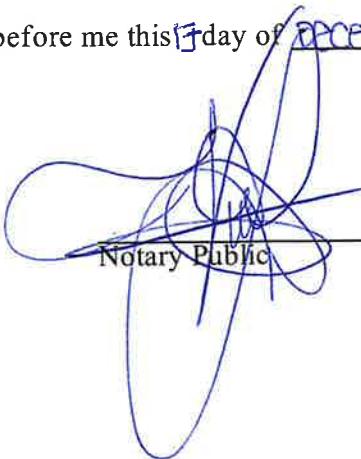
**IN WITNESS WHEREOF**, the Grantor has executed this deed on the date set forth above.

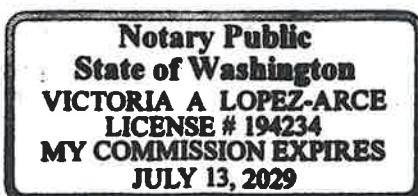
  
\_\_\_\_\_  
Bryan D. Mullet

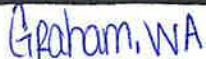
STATE OF WASHINGTON )  
 ) ss.  
County of Pierce )

The foregoing instrument was acknowledged before me this 15 day of December, 2025, by  
Bryan D. Mullet.

Witness my hand and official seal.  
My commission expires: July 13<sup>th</sup>, 2029

  
\_\_\_\_\_  
Notary Public



  
Graham, WA

## QUITCLAIM DEED

**THIS DEED** is dated this 17<sup>th</sup> day of December, 2025 and is made between BRYAN D. MULLET, the "Grantor", of the County of Pierce and State of Washington, and BRYAN D. MULLET AND TOMMIE C. BELZ, as Joint Tenants, collectively the "Grantees," whose legal address is 4307 67<sup>th</sup> Ave. W., Apt. B, University Place, WA 98466-5730, County of Pierce and State of Washington.

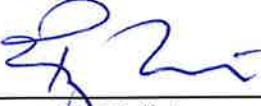
**WITNESS**, that the Grantor, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantees, and the Grantees' heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the County of Eagle and State of Colorado, described as follows:

LOT C, F.B.R. TOWNHOMES, A RESUBDIVISION OF LOT 17, BLOCK 3, KAIBAB PARK SUBDIVISION, FILING NO. 1, ACCORDING TO THE PLAT RECORDED AUGUST 28, 1995 IN BOOK 674 AT PAGE 681, COUNTY OF EAGLE, STATE OF COLORADO.

also known by street address as: 481 Whiting Rd., #C, Eagle, Colorado 81631.

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantees, and the Grantees' heirs and assigns, forever.

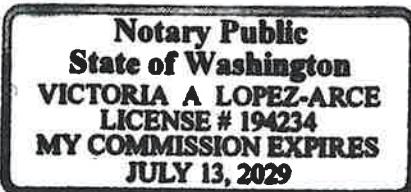
**IN WITNESS WHEREOF**, the Grantor has executed this deed on the date set forth above.

  
\_\_\_\_\_  
Bryan D. Mullet

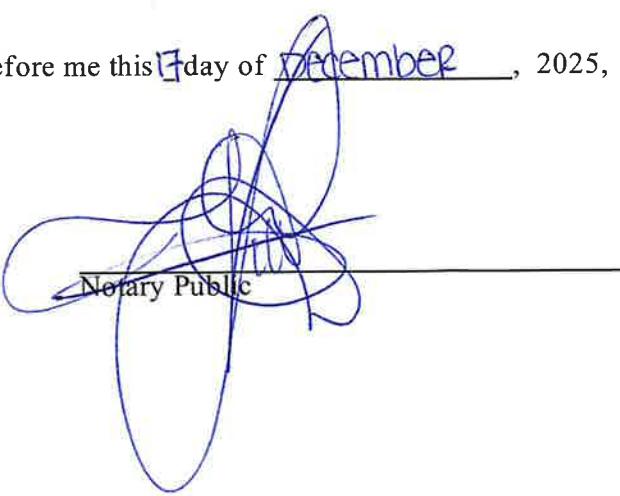
STATE OF WASHINGTON )  
 )  
County of Pierce ) ss.  
 )

The foregoing instrument was acknowledged before me this 17 day of December, 2025, by  
Bryan D. Mullet.

Witness my hand and official seal.  
My commission expires: July 13th, 2029



Graham, WA



(2)

**Town of Eagle Planner II / Randy Kipp Surveying:**

- 1) Thank you, please notice edit on attached Plat to C.O.D. along with signature Blocks
- 2) Yes owner has stated that there is an loan for this property.
- 3) Edits have been made to reflect The Latest Title Commitment
- 4) type-o has been corrected.
- 5) This surveyor does not have the authority or certification to perform an action such as suggested, thus the notes addressing each item in Schedule B II of the commitment seem best to remain.
- 6) The surveyor believes and has intended that all relevant "exceptions" identified in the 18 schedule B II Items are called out and /or shown. Please feel free to clarify comment.
- 7) I do call out Town, County and State in sub-title on both sheets of this Mullet Subdivision Plat. The Tile of the plat was chosen with the intent to describe property uniquely and Concisely as possible while also providing all necessary information.
- 8) edit made per request.
- 9) edit made per request. Thank you
- 10) edits made per request.
- 11) edit made per request.
- 12) please see edited plat and advise. Thank you

Best Regards,  
Via e-mail

Matthew S. Slagle, PLS  
**Slagle Survey Services**  
P.O. Box 751  
Eagle, Colorado 81631  
Ph. 970.471.1499  
[matthew@slaglesurvey.com](mailto:matthew@slaglesurvey.com)