

**ACCESS EASEMENT GRANT AND MAINTENANCE  
AGREEMENT  
FOR FOREST HEIGHTS CIRCLE  
AND  
RESTRICTIVE COVENANTS FOR  
LOTS 1, 2, 3 & 4  
FOREST HEIGHTS ESTATES SUBDIVISION**

This Access Easement Grant and Maintenance Agreement For Forest Heights Circle and Restrictive Covenants for Forest Heights Estates Subdivision, dated for reference this 30th day of January, 2024, (Agreement) is made among Phyllis J Didleau Revocable Trust, Jon P. Didleaux, Charles F. Bauer and Shirley L. Bauer, and Frederick J. Yonce (each individually an “Owner” and collectively the “Owners”).

**RECITALS:**

- A. Phyllis J Didleau Revocable Trust and Jon P Didleaux are the owners of the real property situated in the County of El Paso, State of Colorado described on Exhibit A (Assessor Parcel # 5209000121).
- B. Phyllis J Didleau Revocable Trust is the owner of the real property situated in El Paso County State of Colorado described on Exhibit A-1 (Assessor Parcel 5209000081)
- C. Phyllis J Didleau Revocable Trust and Jon Didleaux are the owners of real property situated in the County of El Paso, State of Colorado described on Exhibit B (Assessor Parcel # 5209000120).
- D. Phyllis J Didleau Revocable Trust and Jon P Didleaux are the owners of the real property situated in the County of El Paso, State of Colorado described on Exhibit C (Assessor Parcel # 5209000050).
- E. Leilani A Ritchie Trust is the owner of the real estate situated in the County of El Paso, State of Colorado described on Exhibit D (Assessor Parcel # 5209000103).
- F. Charles, F. Bauer and Shirley L Bauer are the owners of the real property situated in the County of El Paso, State of Colorado described on Exhibit E (Assessor Parcel # 5209000100).

- G. Frederick J. Yonce is the owner of the real property situated in the County of El Paso, State of Colorado described on Exhibit F (Assessor Parcel # 5209000119).
- H. Judith P. Von Ahlefeldt is the owner of the real property situated in the County of El Paso, State of Colorado described on Exhibit G (Assessor Parcel # 5209000108).
- I. Phyllis J Didleau Revocable Trust, Jon P. Didleaux (a/k/a Jon Didleaux) and Frederick J. Yonce, (collectively referred to herein as "Grantors") wish to grant an access easement to the Owners across the property described in Exhibits A, A-1, B, and F and to establish and provide for the maintenance of a private right of way and road within the access easement for the use and benefit of all Owners, Leilani A Ritchie Trust and Judith P. Von Ahlefeldt.
- J. The access easement within which the private right of way and road is located is legally described in Exhibit H (the "Private Road Land").
- K. The Owners understand that El Paso County does not maintain private roads such as the one subject to this Agreement.
- L. The Owners wish to provide for and set forth their understandings and agreement with respect to use and maintenance of the private road and improvements thereon.
- M. Phyllis J Didleau Revocable Trust and Jon P. Didleaux have submitted an application to subdivide the property described in Exhibits A and B with El Paso County and desire to have this Agreement meet the requirements of El Paso County for County approval of such subdivision.
- N. This Agreement shall become fully in force, as to all Owners who have signed, upon the recording of the Final Plat of Forest Heights Estates Subdivision in the real estate records of El Paso County, Colorado.

**NOW THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreement, covenants, declaration and restrictions are made:

**PRIVATE ROAD – FOREST HEIGHTS CIRCLE**

- 1. Grant of Easement. Each of the Grantors hereby grants to each Owner and to Leilani A Ritchie Trust and Judith P. Von Ahlefeldt and their successors and assigns, a nonexclusive easement for access, utilities and drainage for the benefit of each such landowner's respective parcel described above across the Private Road Land.
- 2. Use of the Owners' Real Estate. Use of the Private Road Land by the Owners is not confined to the present configuration of their respective properties, and the Owners or their successors may subdivide, reconfigure, construct improvements on or otherwise modify or use their property. However, the Owners agree to construct no fences or place any other obstructions on their respective properties in a manner which would prevent, or reasonably impede, vehicle or personnel travel, utility access or drainage across the Private Road Land. Otherwise, the respective Owners

each shall have full use and occupancy of their respective real estate which is subject to the easement set forth above.

3. Construction of the Private Road. After recording of the Final Plat submitted by Phyllis J Didleau Revocable Trust and Jon Didleaux, without cost to the other Owners, Phyllis J Didleau Revocable Trust and Jon Didleaux shall improve the road to meet the standards required by the County approval of the Final Plat and shall provide maintenance of the road until such improvements are substantially complete.
4. Maintenance of the Private Road. Following construction of the Private Road, as a general standard, the Owners agree that they shall provide maintenance sufficient to provide reasonable access for emergency vehicles and in no event less than has traditionally been the maintenance level of this access prior to the subdivision. The Owners may by majority vote adopt (and modify) specific standards for maintenance from time to time. The Owners of each residence shall collectively have one vote regardless of the number of Owners of that residence. The Owners agree to share the cost and expense of maintaining the improvements on the Private Road Land in good operating condition and to share equally the cost and expense of affecting any repair to said Improvements accruing from and after the date of this Agreement. For purposes of this cost sharing, each Owner shall pay a share for each residential dwelling unit on such Owner's real estate, including a dwelling unit under construction and a "mother-in-law" unit. For example, if there are seven parcels of real estate, and five residences (whether occupied or not), each Owner with a residence on such Owner's property shall pay one fifth (1/5<sup>th</sup>) of the cost of maintaining the improvements for each such residence on such Owner's property.
5. Maintenance Process. The Owners appoint Jon P. Didleaux and Frederick J. Yonce as Co-Administrators for maintenance of the road under this Agreement. Whenever in the opinion of the Administrators the road requires such maintenance, on behalf of the Owners, the Administrators shall order and arrange for sufficient maintenance meet the standard above and to enable the Owners and emergency vehicles to use the roadway. Such maintenance shall include snow removal, grading, re-gravelling, cleaning culverts, weed treatment, tree and debris removal, and any other maintenance generally desired by Owners. The Administrators shall annually no later than September 30 submit to the Owners a budget for the succeeding 12 months. If the budget is approved by the majority of the Owners, each Owner shall by December 1 pay such Owner's share of the amount set forth in the budget into a fund run by the Administrators. The budget shall include a reasonable amount to build up a reserve to prevent the need for large expenditures in any one year. The Administrators shall use the fund to pay for maintenance to meet the standards above and any which may be adopted by the Owners. To the extent any Owner fails to pay such Owner's proportionate share of the adopted budget, the Administrators, on behalf of all the Owners, shall have a lien on each such Owner's respective real estate as set forth above until such Owner's share is paid in full with interest accruing on any unpaid amount at the rate of 10% per annum simple interest and

the Administrators shall be entitled to recover the costs of enforcing such lien and collecting such amount, including reasonable legal fees, expert witness fees and costs. The Administrators may refuse to order such maintenance until there is, in the Administrators' opinion, sufficient commitment or actual payment to pay for such maintenance. Each Owner's share shall be the proportion that the number of dwelling units (including dwelling units under construction) on such Owner's real estate above bears to the total number of dwelling units on the real estate above of all Owners. Owners of the real estate with 60% of the dwelling units accessing by the road may change who are the Co-Administrators. Administrators shall serve without compensation unless otherwise determined by Owners of the real estate with 60% of the dwelling units on the real estate of All Owners.

## **RESTRICTIVE COVENANTS FOR LOTS 1, 2, 3 & 4 TO PRESERVE THE RURAL/RESIDENTIAL CHARACTER OF FOREST HEIGHTS ESTATES**

6. Property Uses. Lots 1, 2, 3 and 4 in Forest Heights Estates Subdivision shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single-family dwelling. The construction of separate guest quarters and "mother-in-law" quarters may be allowed on a Lot on a case-by-case basis if approved by the appropriate zoning authority, subject to any conditions in such approvals.
7. Construction Type. All construction on Lots 1, 2, 3 and 4 of Forest Heights Estates Subdivision shall be new.
8. Substantial Completion. A Structure shall not be occupied in the course of original construction until substantially completed and approved for occupancy by the appropriate governmental authorities.
9. Dwelling Area Requirements. No dwelling Structure shall be constructed unless the ground floor area, or footprint area, of the main Structure, exclusive of open porches, basements and garages, is more than 1,500 square feet.
10. Enforcement. Each Owner of a Lot in Forest Heights Estates Subdivision shall have the right to enforce these Covenants To Preserve The Rural/Residential Character Of Forest Heights Estates and no other persons shall gain any legal or equitable rights to enforce these Restrictive Covenants.

## **BINDING AGREEMENT**

11. Agreement Runs With the Land. This Agreement shall be binding upon the undersigned Owners, and their respective successors, assigns, and personal representatives. This Agreement may not be revoked without the written unanimous consent of the affected Owners. This Agreement shall be recorded in the land records of the Office of the Clerk and Recorder of El Paso County, Colorado, and

shall be a covenant running with the lands of the Owners as those lands are described herein above, and shall be enforceable by the Owners' successors and assigns and personal representatives. Any persons or other entities who acquire title to the Owners' property hereinabove described, whether by purchase or otherwise, shall be subject to the provisions of this Agreement to the same extent as if such parties had been signatory to this Agreement. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one document.

12. Effectiveness. This Agreement shall be effective as to each signatory hereto, on the later of the (a) date on which they sign or the (b) date this Agreement is recorded in the real estate records of El Paso County after County approval of the Final Plat of Forest Heights Estates.

**OWNERS:**

Phyllis J Didleau Revocable Trust

By: Phyllis J. Didleau  
Phyllis Didleau, Trustee

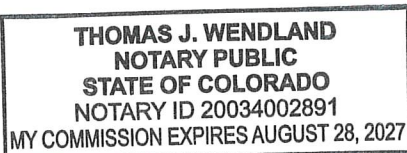
STATE OF COLORADO )  
 ) ss.  
COUNTY OF EL PASO )

This instrument was acknowledged before me on 1/30/2024, by Phyllis Didleau as Trustee of the Phyllis J Didleau Revocable Trust and by Jon P. Didleaux (a/k/a Jon Didleaux).

[Seal]

Thomas J. Wendland  
Notary Public

My commission expires: AUG 28, 2027



Jon P. Didleaux (a/k/a Jon Didleaux)

By: Jon P. Didleaux  
Jon P. Didleaux (a/k/a Jon Didleaux)

STATE OF COLORADO )  
 ) ss.  
COUNTY OF EL PASO )

This instrument was acknowledged before me on 1/30/2024, by Jon P. Didleaux (a/k/a Jon Didleaux).

[Seal]

Thomas J. Wendland


Notary Public

My commission expires: AUG 28, 2027

**THOMAS J. WENDLAND**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20034002891  
MY COMMISSION EXPIRES AUGUST 28, 2027

Charles, F. Bauer and Shirley L Bauer

By:   
Charles, F. Bauer

By:   
Shirley L Bauer

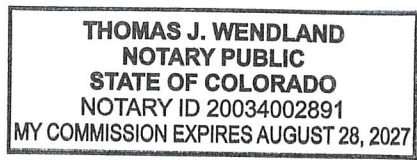
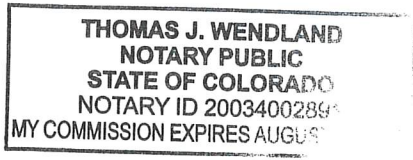
STATE OF COLORADO )  
  ) ss.  
COUNTY OF EL PASO )

This instrument was acknowledged before me on 1/30/2024, by Charles, F. Bauer and Shirley L Bauer.

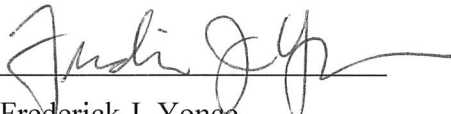
[Seal]



Notary Public  
My commission expires: AUG 28, 2027



Frederick J. Yonce


By:   
Frederick J. Yonce

STATE OF COLORADO )  
 ) ss.  
COUNTY OF EL PASO )

This instrument was acknowledged before me on 1/30/2024, by Frederick J. Yonce.

[Seal]

**THOMAS J. WENDLAND**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20034002891  
MY COMMISSION EXPIRES AUGUST 28, 2027

  
Notary Public  
My commission expires: AUG 28, 2027



**EXHIBIT A (Assessor Parcel# 5209000121)**

**Tract in Northwest quarter of the Southwest quarter of Section 9, Township 12 South, Range 65 West, County of El Paso, State of Colorado, described as follows:  
Commencing at the Northwest corner of said Northwest quarter of the Southwest quarter;  
Thence Southerly on Westerly line 430.0 feet, angling left  $90^{\circ} 13'$  Easterly 30.0 feet for point of beginning;  
Thence continuing Easterly on same course 435.0 feet, angling right Southerly 60.0 feet, angling right 434.0 feet;  
Thence angling right Northerly 60.0 feet to point of beginning.**

**A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> P.M., SITUATE IN EL PASO COUNTY, COLORADO, AND DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 47 MINUTES EAST ON THE EAST-WEST CENTERLINE THEREOF FOR 1926.45 FEET TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREBY; THENCE (1) CONTINUE NORTH 89 DEGREES 47 MINUTES EAST ON SAID EAST-WEST CENTERLINE FOR 506.16 FEET TO THE NORTHWEST CORNER OF THAT TRACT DESCRIBED IN DEED RECORDED IN BOOK 1500 AT PAGE 633 OF THE RECORDS OF SAID COUNTY; (2) SOUTH 0 DEGREES 06 MINUTES 04 SECONDS WEST ON THE WEST LINE THEREOF FOR 430.0 FEET; (3) SOUTH 89 DEGREES 47 MINUTES WEST PARALLEL WITH SAID EAST-WEST CENTERLINE FOR 505.40 FEET; (4) NORTH PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9 FOR 430.0 FEET TO THE POINT OF BEGINNING; TOGETHER WITH A NON-EXCLUSIVE RIGHT OF WAY FOR EGRESS AND INGRESS OVER A TRACT OF LAND 33 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED  $446 \frac{1}{2}$  FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 9 ON THE WEST SIDE OF SAID SECTION; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 9 TO THE EAST LINE OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 1500 AT PAGE 633, COUNTY OF EL PASO, STATE OF COLORADO.**

**EXHIBIT B (Assessor Parcel# 5209000120)**

**Tract of land in Section 9, Township 12 South, Range 65 West, County of El Paso, State of Colorado, described as follows: Commencing at the West corner of East/West center line of subdivision Section 9;**

**Thence Easterly 1419.94 feet for point of beginning;**

**Thence continuing on same Easterly course 540.0 feet m/l to tract described at Book 2318, Page 387, Southerly along the West boundary of subdivision tract 430.0 feet, Easterly along South line of same tract 505.40 feet;**

**Thence Southerly 60.0 feet m/l to tract described in Book 721, Page 970;**

**Thence Westerly along North line 460.74 feet, Southerly along West line of same subdivision tract 829.87 feet, Westerly at R/A 1969.86 feet to a point on the East line of Herring Road;**

**Thence Northerly along that East line 320.0 feet to the South line of tract described in Book 2371, Page 388;**

**Thence Easterly on subdivision South line 434.0 feet, Northerly on East line of same subdivision tract 230.0 feet to Southwest corner of tract described in Book 1951, Page 432, Easterly on South line of said tract 381.0 feet, Northerly on East line of same tract 286.0 feet, Easterly at R/A 67.43 feet, Northerly at r/a 60 feet to Southeast corner of tract described in Book 2215, Page 559, Easterly at r/a 506.51 feet m/l;**

**Thence Northerly 430.0 feet to point of beginning, except tract described in Book 2645, Page 207.**

**EXHIBIT C (Assessor Parcel# 5209000050)**

**THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9  
TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P M , DESCRIBED AS FOLLOWS:**

**FROM THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF  
SAID SECTION 9, RUN SOUTH ON THE WEST LINE THEREOF, 490.0 FEET; THENCE EAST  
PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER,  
A DISTANCE OF 464 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED  
HEREBY; THENCE CONTINUE ON SAID PARALLEL LINE EAST, A DISTANCE OF 381.0 FEET,  
THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE  
SOUTHWEST QUARTER, A DISTANCE OF 286.0 FEET; THENCE WEST PARALLEL WITH THE  
FIRST COURSE, A DISTANCE OF 381 0 FEET; THENCE NORTH PARALLEL WITH THE SECOND  
COURSE, 286.0 FEET TO THE POINT OP BEGINNING, COUNTY OF EL PASO, STATE OP  
COLORADO**

**EXHIBIT D (Assessor Parcel# 5209000103)**

A tract of land in the North half of the Southwest quarter of Section 9, Township 12 South, Range 65 West of the 6th P.M. described as follows: Commencing at the West quarter corner of said Section 9, thence North 89 degrees 47 minutes East on the East-West center line thereof for 913.43 feet to the Point of Beginning of the tract hereby described; thence (1) continuing North 89 degrees 47 minutes East for 506.51 feet along said line; (2) South for 430.0 feet; (3) South 89 degrees 47 minutes West for 506.51 feet; (4) North for 430.0 feet to the Point of Beginning, in El Paso County, Colorado. Together with a tract of land in the North half of the Southwest quarter of Section 9, Township 12 South, Range 65 West of the 6th P.M. El Paso County, Colorado, described as follows: A non-exclusive easement for ingress and egress being 60 feet in width, 30 feet on each side of the following described center line; beginning at a point on the West line of said Section 9 that lies 460 feet south from the West quarter corner of said Section 9; thence North 89 degrees 47 minutes East, parallel with the North line of said Southwest quarter a distance of 1,419.94 feet, County of El Paso, State of Colorado.

**EXHIBIT E (Assessor Parcel# 5209000100)**

A tract of Land in the North half of the Southwest Quarter of Section 9, Township 12 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the West quarter corner of said Section 9; thence Southerly on the West line thereof for 490 feet; thence angle left 90 degrees 13 minutes Easterly parallel with the North line of said Southwest quarter of Section 9 for 1090 feet to the point of beginning of the tract to be described hereby; thence (1) continue Easterly 610 feet; (2) angle right 90 degrees 13 minutes Southerly parallel to said West line for 325 feet; (3) angle right 89 degrees 47 minutes Westerly parallel to said North line for 610 feet; (4) angle right 90 degrees 13 minutes Northerly parallel to said West line for 325 feet to the point of beginning; TOGETHER with a right of way for ingress and egress over a strip of land 60 feet in width, being 30 feet on each side of the following described center line; beginning at a point on the West line of Section 9, Township 12 South, Range aforesaid that is 460 feet Southerly from the West quarter corner of said Section 9; thence angle left 90 degrees 13 minutes Easterly parallel with the aforesaid North line for 1700 feet.

**EXHIBIT F (Assessor Parcel# 5209000119)**

**That portion of the Northwest quarter of the Southwest quarter of Section 9 in Township 12 South, Range 65 West of the 6<sup>th</sup> P.M., described as follows: Commencing at the Northwest corner of said Northwest quarter of the Southwest quarter of Section 9; thence Southerly on the Westerly line thereof a distance of 430 feet; thence angle left 90 degrees 13 minutes on a line parallel with the North line of said Northwest quarter of the Southwest quarter a distance of 465 feet to the Southeast corner of a tract described in Book 1501 at page 299 under Reception No. 962187 of the records of El Paso County, Colorado and the point of beginning of the tract to be described hereby; thence Northerly on the Easterly line of said tract described in Book 1501 at page 299 a distance of 430 feet to the North line of said Northwest quarter of the Southwest quarter of Section 9; thence Easterly on said Northerly line a distance of 448.43 feet to a point; thence angle right 90 degrees 13 minutes Southerly a distance of 430 feet; thence angle right 89 degrees 47 minutes Westerly a distance of 448.43 feet to the point of beginning.**

**Together with a non-exclusive right of way for ingress and egress over a tract of land 60 feet wide, being 30 feet on either side of a centerline which is described as follows: Beginning at a point on the West line of the Southwest corner of section 9 in Township 12 South, Range 65 West of the 6<sup>th</sup> P.M., that is 460 feet Southerly thereon from the Northwest corner of said Southwest quarter; thence Easterly parallel with the North line of said Southwest quarter a distance of 913.43 feet.**

**EXHIBIT G** (Assessor Parcel# 5209000108)

A tract of land located in the NE1/4 of the SW1/4 of Section 9, Township 12 South, Range 65 West more particularly described as follows:

Commencing at the W1/4 of said Section 9, thence south along the west section line of said Section 9 a distance of 490.00 feet; thence N 89°47'00" E parallel with the east-west center line of said Section 9, a distance of 1971.00 feet to the **Point of Beginning**:

Thence continuing N 89°47'00" E a distance of 460.74 feet;

Thence N 00°06'04" E a distance of 490.00 feet to the intersection of said east-west center line;

Thence continuing N 89°47'00" E along said east-west center line a distance of 190.00 feet;

Thence S 00°06'04" W a distance of 1320.00 feet;

Thence S 89°45'20" W a distance of 649.27 feet;

Thence northerly a distance of 829.87 feet to the **Point of Beginning**.



**EXHIBIT H** (Private Road Land)

A tract of located in the SW1/4 of Section 9, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M. being over and across a portion of the properties described in Exhibits A, A-1, B and F, to be known as Forest Heights Circle and shown as 15' additional R.O.W. Dedication to El Paso County, Tract A, 60' Private Road Easement, Tract B and Ingress-Egress, Utilities & Drainage Easement on the plat of Forest Heights Estates, more particularly described as follows:

Commencing at the NW corner of said SW1/4; Thence S 00°03'25" W a distance of 430.00 feet along the west line of said SW1/4; Thence N 89°55'03" E a distance of 30.00 feet to the **Point of Beginning:**

Thence N 89°55'03" E a distance of 2199.70 feet;

Thence N 53°43'21" E a distance of 110.07 feet;

Thence N 89°55'03" E a distance of 115.00 feet;

Thence S 00°09'20" W a distance of 125.00 feet;

Thence S 89°55'03" W a distance of 2403.55 feet;

Thence N 00°03'25" E a distance of 60.00 feet to the **Point of Beginning.**