J Patrick Kelly El Paso Cty, CO 200046392, 04/27/2000 01:41 2.00046392, Doc \$0.00 Page 815.00 1 of 3

ANNEXATION AMENDMENT TO DECLARATION

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR
UNIVERSITY PARK
a planned community
EL PASO COUNTY, COLORADO

This Annexation Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for University Park is made as of April 24, 2000, by Pulpit Rock Investments, LLC, a Colorado limited liability company ("Declarant"), with the consent of UP Phase I, LLC, a Colorado limited liability company ("UP") as the owner of the Annexed Property (as defined herein)

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and Easements for University Park was recorded on January 15, 1998 at Reception No. 98005438 of the real property records of El Paso County, Colorado (the "Declaration");

WHEREAS, pursuant to Section 8 8 of the Declaration, the Declarant has the right to annex additional property within the property which is subject to the Declaration without the consent of the individual homeowners;

WHEREAS, the real property described as University Heights Filing No. 2, as reflected on the plat thereof recorded on January 25, 2000 at Reception No. 200008278 of the real property records of El Paso County, Colorado (heremaster called the "Annexed Property") is a portion of the real property described on Exhibit "B" of the Declaration as the Expansion Property;

WHEREAS, Declarant, as Declarant under the Declaration, with the consent of UP, as the owner of the Annexed Property, desires to submit the Annexed Property to the terms and conditions of the Declaration;

NOW THEREFORE, Declarant, as the Declarant under the Declaration, with the consent of UP, as the owner of the Annexed Property, hereby declares that the Annexed Property shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated and conveyed subject to the easements, restrictions, covenants, provisions and conditions of the Declaration, as the same may hereafter be amended, all of which are for the purpose of enhancing and protecting the desirability and attractiveness of the Annexed Property and the Community Area (as such term is defined in the Declaration) and all of which shall run with the land and be binding upon all parties having any right, title or interest in the Annexed Property or any part thereof, their heirs, successor and assigns, and which shall inure to the benefit of each such Owner thereof Declarant, as the Declarant under the Declaration, with the consent of UP as the owner of the Annexed Property, hereby further declares that the definitions, easements, restrictions, covenants, provisions and conditions of the Declaration, as the same has been amended, shall

J Patrick Kelly El Paso Cty, CO 200046392 04/27/2000 01:41 200046392 Doc \$0.00 Page Rec \$15.00 2 of 3

apply equally and alike to all Owners of Lots (as such terms are defined in the Declaration), whether located in the Armexed Property or the real property originally submitted by the Declaration. For example, "Community Area," as that term is defined in Section 1.2 of the Declaration, shall hereafter include the Annexed Property annexed into the Declaration pursuant to the terms of this Armexation Amendment, as well as the Community Area originally encumbered by the Declaration

This Annexation Amendment shall be effective upon the execution and recording hereof and the terms and conditions hereof shall be binding upon any subsequent Owner of the Annexed Property.

IN WITNESS WHEREOF, the undersigned has executed this Annexation Amendment as of the date and year first above written.

Pulpit Rock Investments, LLC, a Colorado limited liability company

By Elite Properties of America, Inc, a Colorado corporation, as manager

ATTEST:

By:

Its

Ву:

Its

CONSENT

UP PHASE I, LLC, a Colorado limited liability company

ATTEST

Ву:

Its.

By. Elite Properties of America, Inc., a Colorado corporation/ Manager

By:

Its

Page 2

armexation.doc

			J Patrick Kelly E 04/27/2000	1 Paso Cty, CC 2	20004639	2
STAT	OF LOCOLOCIO))	Doc \$0.00 Rec \$15.00	Page 3 of 3		
COUN	TY OF Elego					· · · · · · · · · · · · · · · · · · ·
	The foregoing instrum	ient was ackn	owledged before	ine this 2	day of	
20	/ 2000. (l Δ) (b) 1 τ	and -	XIA STIMA	0 75	as	
	Challes Coultain at 10n, as Manager of Pi	of Elite	Properties of A	America, Inc.,	a Colorado	
compa		npit Rock inv		i Colorado IIII	recoursing	
	Witness my hand and offi	cial seal.		Company of the Compan		
	Mille					
			Notary Pulling .	VOTAPY:		
		MY COMMISSION E	XPIHES ELOS	PUBLIC :		
	My Commission Expires	03/07/2001	Yeld To a contract of the cont			
(SEAL						
STAT	E OF CALACO					
COUN	MY OF EL DOM) \$\$				
				· .		
	The foregoing instrum	ient was ackr	lowledged before	me this $\frac{1}{2}$	of day of	
Di	$\frac{1}{12000}, \frac{2000}{12000}$	by <u>in and</u>	1911 S ST	MAC	as as	
			Properties of A			
согрог	ation, as Manager of UP P		Colorado Inflited n	autity compani	J•	
	Witness my hand and off	icial seal				
مریخه م موسیم	1 / 1-	WY COMMISSION EX	Notary Public	· -		
	My Coninission Expires	03/07/2001	•			
'\\'\'\'\	TOF OF COMMENTS					
	•					

annexation.doc

ANNEXATION AMENDMENT TO DECLARATION

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR

> UNIVERSITY PARK a planned community EL PASO COUNTY, COLORADO (University Heights Filing No. 3)

This ANNEXATION AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR UNIVERSITY PARK ("Annexation Amendment") is made as of November 1, 2003 by Pulpit Rock Investments, LLC, a Colorado limited liability company ("Declarant").

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and Easements for University Park was recorded on January 15, 1998 at Reception No. 98005438 of the real property records of El Paso County, Colorado, as thereafter amended from time to time (the "Declaration");

WHEREAS, pursuant to Section 8.8 of the Declaration, the Declarant has the right to annex additional property within the property which is described in the Declaration without the consent of the individual homeowners;

WHEREAS, the real property described as Lots 1 through 15, and Tracts A, B, C and D University Heights Filing No. 3, as reflected on the plat thereof recorded on October 30, 2003 at Reception No. 203256015 of the real property records of El Paso County, Colorado, as depicted on Exhibit A attached hereto (hereinafter called the "Annexed Property"), is a portion of the real property described on Exhibit "B" of the Declaration as the Expansion Property;

WHEREAS, Declarant, as Declarant under the Declaration, desires to submit the Annexed Property to the terms and conditions of the Declaration;

NOW THEREFORE,

Annexation. Declarant, as the Declarant under the Declaration and the owner of the Annexed Property, hereby declares that the Annexed Property shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated and conveyed subject to the easements, restrictions, covenants, provisions and conditions of the Declaration, as the same may hereafter be amended, all of which are for the purpose of enhancing and protecting the desirability and attractiveness of the Annexed Property and the Community Area (as such term is defined in the Declaration) and all of which shall run with the land and be binding upon all parties having any right, title or interest in the Annexed Property or any part thereof, their heirs, successor and assigns, and which shall inure to the benefit of each such Owner thereof. Declarant, as the Declarant under the Declaration and the owner of the Annexed Property, hereby further declares that the definitions, easements, restrictions, covenants, provisions and conditions of the Declaration, as the same has been amended, shall apply equally and alike to all Owners of Lots (as such terms are defined in the Declaration), whether located in the Annexed Property or the real property originally submitted buthe. Declaration. For

S:\Current\Clients E-M\Elite Properties\UN

El Paso Cty, CO Robert C. Balink 12/08/2003 \$0.00

\$25.00

Doo

Rec

02:26

Page of 203283468

example, "Community Area, include the Annexed Propert Amendment, as well **as** Area, the C ommunity Area originally encumbered by as that term is defined in Section 1.2 of the Declaration, shall hereafter annexed into the Declaration pursuant to the terms of this Annexation the Declaration.

Property. terms This Annexation and conditions **>** hereof mendment shall be effective upon the execution and recording hereof and shall be binding noqu any subsequent Owner of the Annexed

- Annexed Property, is hereb Supplements to the Declaration amended as follows: The Declaration, as - applies
- Designation podified to p contained in permit and the \supset Declaration Use the of. following: the Preservation 20 this Area Annexation Area), as Restrictions. Amendment, it applies to Notwithstanding nent, Section 3.1 the Annexed Property, ing any 3.11 of 1 of the other Declaration provision is hereby

easements Construction inside and Preservation maintenance Areas. of ithin designated utility

ed Property The following provision Si to the Declaration with respect

"Roofing. Class A Springs, Colorado f Annexed Property." from time Roof Coverings, to time, will be defined fined by the required for a the City of all roofs within Colorado the

with respect to Wildlan the Annexed Interface Nous. Notice. ing provision is added

involves 10 developed communities. acknowledges wildland, near wildland interface increased Interface that, and fire Notice. assumes all risk 10 intermix that Each may risks areas, such Owner related to the in the hereby fact that, residing Annexed Property, urbanized types of notified types and in

- and approved Guidelines. control, including, control, including, without limitation, colors, materials and elevations for improvements within the Annexed Property will be as established in the Declaration and will follow and be subject to the Design Guidelines established pursuant to the Declaration. The Architectural Committee will review Ve all D plans Architectural Control. Each Owner hereby nout limitation, colors, materials and elevation for Improvements provided for ij acknowledges that architectural Declaration and the Design
- hereby real annexation properties, property į reaffirms and right which under no its may assurance right the be
 Image: Control of the Of anı add claration nexed nor are additional or have been made regarding the boundaries of nor the order in which said portion may be Pursuant to the may property to the be exercised at Declaration, the Declarant has reserved and y to the Declaration, and the Declarant's ised at different times and as to different boundaries of and of any portion annexed. If the the

Declarant exercises any right to annex additional real property into the Declaration, the Declarant is not required to exercise any other development rights as to any additional property.

4. Acceptance of Provisions of All Documents/Waiver of Homestead. Each Owner of a Lot within the Annexed Property covenants and agrees, by acceptance of any right, title or interest such Lot, to be bound by the terms and provisions of the Declaration, the recorded plat, this Amendment, the Articles of Incorporation and Bylaws of the Association.

5. General.

- A. If any of the provisions of this Amendment or any paragraph, sentence, clause, phase or work or application thereof in any circumstances shall be invalidated, such invalidity shall not affect the validity of the remainder of this Amendment or the annexation hereunder or the Declaration, and such invalidity shall not affect the validity of any other provision, paragraph, sentence, clause, phrase or work.
- B. Whenever used herein, unless the context shall provide otherwise, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- C. The covenants, terms and provisions of this Amendment and of the Declaration shall be binding upon and shall inure to the benefit of the Declarant, the Association, and each Owner of a Lot, and the heirs, personal representatives, successors and assigns of each of them. Except as amended hereby, the Declaration shall continue in full force and effect in accordance with its unamended provisions.

IN WITNESS WHEREOF, the undersigned has executed this Annexation Amendment as of the date and year first above written.

By:

Pulpit Rock Investments, LLC, a Colorado limited liability company

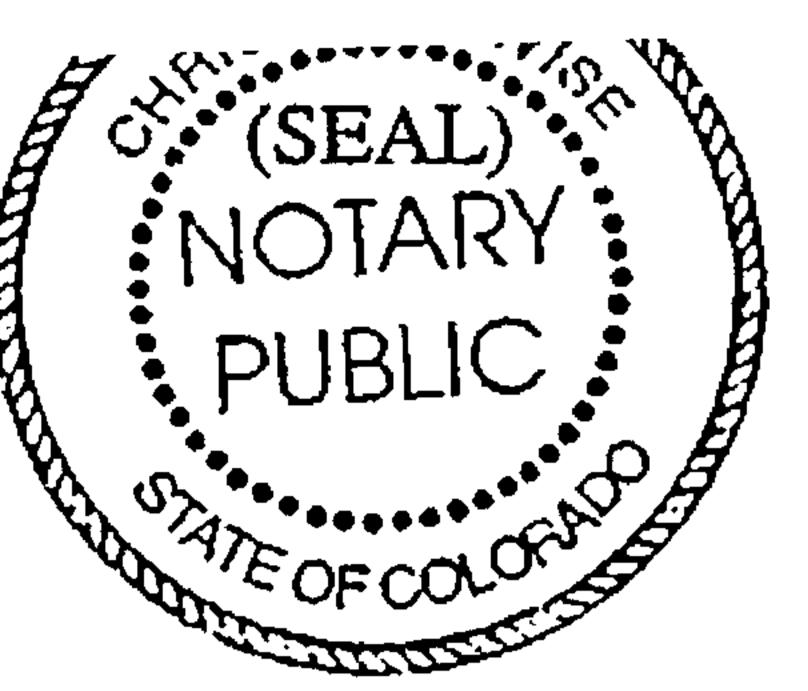
ATTEST.

a Colorado corporation, as Manager

Elite Properties of America, Inc.,

By:

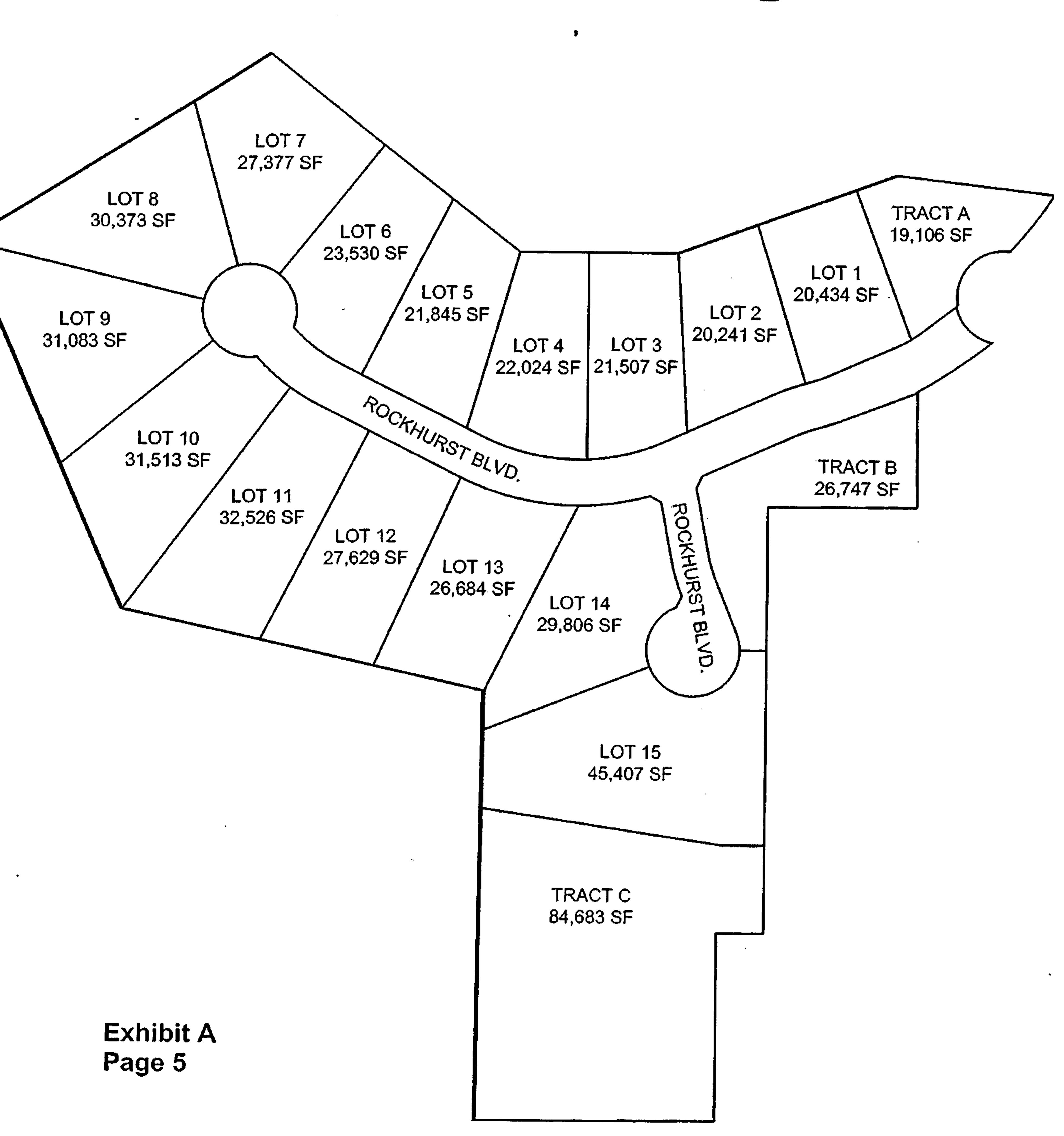
Its:



Oristane R. Wise

Notary Public

Jniversity Heights 3



 J. Patrick Kelly
 El Paso Cty, CO

 07/12/1999
 02:30

 Doc
 \$0.00
 Page

 Rec
 \$15.00
 1 of 3

ANNEXATION AMENDMENT TO DECLARATION

OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
UNIVERSITY PARK
a planned community
EL PASO COUNTY, COLORADO

This Annexation Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for University Park is made as of July 8, 1999 by Pulpit Rock Investments, LLC, a Colorado limited liability company ("Declarant"), with the consent of Elite Properties of America, Inc., a Colorado corporation ("Elite"), as the owner of the Annexed Property (as defined herein).

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and Easements for University Park was recorded on January 15, 1998 at Reception No. 98005438 of the real property records of El Paso County, Colorado (the "Declaration");

WHEREAS, pursuant to Section 8.8 of the Declaration, the Declarant has the right to annex additional property within the property which is subject to the Declaration without the consent of the individual homeowners;

WHEREAS, the real property described as University Bluffs Filing No. 3, as reflected on the plat thereof recorded on January 22, 1999 at Reception No. 99010831 of the real property records of El Paso County, Colorado (hereinaster called the "Annexed Property") is a portion of the real property described on Exhibit "B" of the Declaration as the Expansion Property;

WHEREAS, Declarant, as Declarant under the Declaration, with the consent of Elite, as the owner of the Annexed Property, desires to submit the Annexed Property to the terms and conditions of the Declaration;

NOW THEREFORE, Declarant, as the Declarant under the Declaration, with the consent of Elite, as the owner of the Annexed Property; hereby declares that the Annexed Property shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated and conveyed subject to the easements, restrictions, covenants, provisions and conditions of the Declaration, as the same may hereafter be amended, all of which are for the purpose of enhancing and protecting the desirability and attractiveness of the Annexed Property and the Community Area (as such term is defined in the Declaration) and all of which shall run with the land and be binding upon all parties having any right, title or interest in the Annexed Property or any part thereof, their heirs, successor and assigns, and which shall inure to the benefit of each such Owner thereof. Declarant, as the Declarant under the Declaration, with the consent of Elite as the owner of the Annexed Property, hereby further declares that the definitions, easements, restrictions, covenants, provisions and conditions of the Declaration,

Page 1



G POMMONCE LENTE COLCULTERUNIVERSE COVENANTANNEX ATICNIVECTE ANN

as the same has been amended, shall apply equally and alike to all Owners of Lots (as such terms are defined in the Declaration), whether located in the Annexed Property or the real property originally submitted by the Declaration. For example, "Community Area," as that term is defined in Section 1.2 of the Declaration, shall hereafter include the Annexed Property annexed into the Declaration pursuant to the terms of this Annexation Amendment, as well as the Community Area originally encumbered by the Declaration.

This Annexation Amendment shall be effective upon the execution and recording hereof and the terms and conditions hereof shall be binding upon any subsequent Owner of the Annexed Property.

IN WITNESS WHEREOF, the undersigned has executed this Annexation Amendment as of the date and year first above written.

> Pulpit Rock Investments, LLC, a Colorado limited liability company

By: Elite Properties of America, Inc., a Colorado corporation, as manager

CONSENT

Elite Properties of America.

a Colorado corporation

ATTEST:

Its:

By: Its:

J. Patrick Kelly El Paso Cty, CO 099110783 07/12/1999 02:30

\$0.00

\$15.00 2 of 3

J. Patrick Kelly El Paso Cty,∞ 099110783 07/12/1999 02:30 099110783 Doc \$0.00 Page) ss. Rec \$15.00 3 of 3 COUNTY OF ELPSO)
The foregoing instrument was acknowledged before me this Shay of Juy, 1999, by DouceAs in Stimple as textilities vice the popular and Toseph Loldon as Vice freshow of Elite Properties of America, Inc., a Colorado corporation, as Manager of Pulpit Rock Investments, LLC. a Colorado limited liability company.
Witness my hand and official seal. My Commission Expire (9/0) (SEAL) NOTARY PUBLIC Notary Public STATE OF COURADO STATE OF COURADO NOTARY
The foregoing instrument was acknowledged before me this Hoday of July, 1999. by Downship M. J. M. L. as EXFLUTIVE VICE PRODUCT of Elite Properties of America, Inc., a Colorado corporation.
Witness my hand and official seal. My Commission Expires: 5/19/0 ((SEAL) NOTARY PUBLIC PUBLIC

ANNEXATION AMENDMENT TO DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR

UNIVERSITY PARK

a planned community EL PASO COUNTY, COLORADO

This Annexation Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for University Park is made as of July 8, 1999 by Pulpit Rock Investments, LLC, a Colorado limited liability company ("Declarant"), with the consent of Elite Properties of America, Inc., a Colorado corporation ("Elite"), as the owner of the Annexed Property (as defined herein).

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and Easements for University Park was recorded on January 15, 1998 at Reception No. 98005438 of the real property records of El Paso County, Colorado (the "Declaration");

WHEREAS, pursuant to Section 8.8 of the Declaration, the Declarant has the right to annex additional property within the property which is subject to the Declaration without the consent of the individual homeowners;

WHEREAS, the real property described as Lots 1 through 106, and Tracts A, B, and D, University Bluffs Filing No. 4, as reflected on the plat thereof recorded on December 21, 2000 at Reception No. 200153586 of the real property records of El Paso County, Colorado, as depicted on Exhibit A attached hereto and expressly excluding lots 107 through 113, and Tracts C and E (hereinafter called the "Annexed Property"), is a portion of the real property described on Exhibit "B" of the Declaration as the Expansion Property;

WHEREAS, Declarant, as Declarant under the Declaration, with the consent of Elite, as the owner of the Annexed Property, desires to submit the Annexed Property to the terms and conditions of the Declaration;

NOW THEREFORE, Declarant, as the Declarant under the Declaration, with the consent of Elite, as the owner of the Annexed Property; hereby declares that the Annexed Property shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated and conveyed subject to the easements, restrictions, covenants, provisions and conditions of the Declaration, as the same may hereafter be amended, all of which are for the purpose of enhancing and protecting the desirability and attractiveness of the Annexed Property and the Community Area (as such term is defined in the Declaration) and all of which shall run with the land and be binding upon all parties having any right, title or interest in the Annexed Property or any part thereof, their heirs, successor and assigns, and which shall inure to the benefit of each such Owner thereof. Declarant, as the Declarant under the

J. Patrick Kelly El Paso Cty, CO 201062497 05/14/2001 08:45

Doc \$0.00 Page Rec \$25.00 1 of 5

Page 1

Declaration, with the consent of Elite as the owner of the Annexed Property, hereby further declares that the definitions, easements, restrictions, covenants, provisions and conditions of the Declaration, as the same has been amended, shall apply equally and alike to all Owners of Lots (as such terms are defined in the Declaration), whether located in the Annexed Property or the real property originally submitted by the Declaration. For example, "Community Area," as that term is defined in Section 1.2 of the Declaration, shall hereafter include the Annexed Property annexed into the Declaration pursuant to the terms of this Annexation Amendment, as well as the Community Area originally encumbered by the Declaration.

This Annexation Amendment shall be effective upon the execution and recording hereof and the terms and conditions hereof shall be binding upon any subsequent Owner of the Annexed Property.

IN WITNESS WHEREOF, the undersigned has executed this Annexation Amendment as of the date and year first above written.

> Pulpit Rock Investments, LLC, a Colorado limited liability company

Elite Properties of America, Inc., a Colorado corporation, as manager

ATTEST:

By:

Its:

By:

Its:

CONSENT

Elite Properties of America, a Colorado corporation

ATTEST:

Its:

By: Its:

Rec

4.25.01

J. Patrick Kelly El Paso Cty, CO 201062497

05/14/2001

08:45

Doc

\$0.00 \$25.00

Page

Page 2

S \Current\Clients E-M\Elise Properties\UNIVERSI\COVENANT\ANNEXATIUNIVBLUP12 ANN wpd

Clock PROGRAMS OF America Tree

STATE OF Colorado		
COUNTY OF El Paso) ss.)	
The foregoing instrument was 2001, by Douglas M. Stimple	vas acknowledged before me this ^{9th} day of President	May
	1 and a companie of Manager of Darley it Manager	of Elite
LLC, a Colorado limited liability co	olorado corporation, as Manager of Pulpit Rock Incompany.	avestments
Witness my hand and officia	al seal.	
My Commission Expires:	12-02-01	
(SEAL) NOTARY PUBLIC	Christine L. Wesi	
A COLOR COLO	Notary Public	
STATE OF Colorado COUNTY OF El Paso) ss.)	
The foregoing instrument was 2001, by Joseph Loidolt	vas acknowledged before me this 9th day ofasVice_President	May
2001, Uy	XX	of Elit
Properties of America, Inc., a Col-		
Witness my hand and officia	ial seal.	
My Commission Expires:	12-02-01	
SEALINE	Christoni L. Wes	
PUBLIC	Notary Public	
White OF COLOR OF THE STATE OF	J. Patrick Kelly El Paso Cty,CO 201 05/14/2001 08:45 Doc \$0.00 Page	0624

S'VOUTERICHEME E-MIEINE Properties/UNIVERSICOVENANTIANNEXATIUNIVELUE 42 Ann wpo

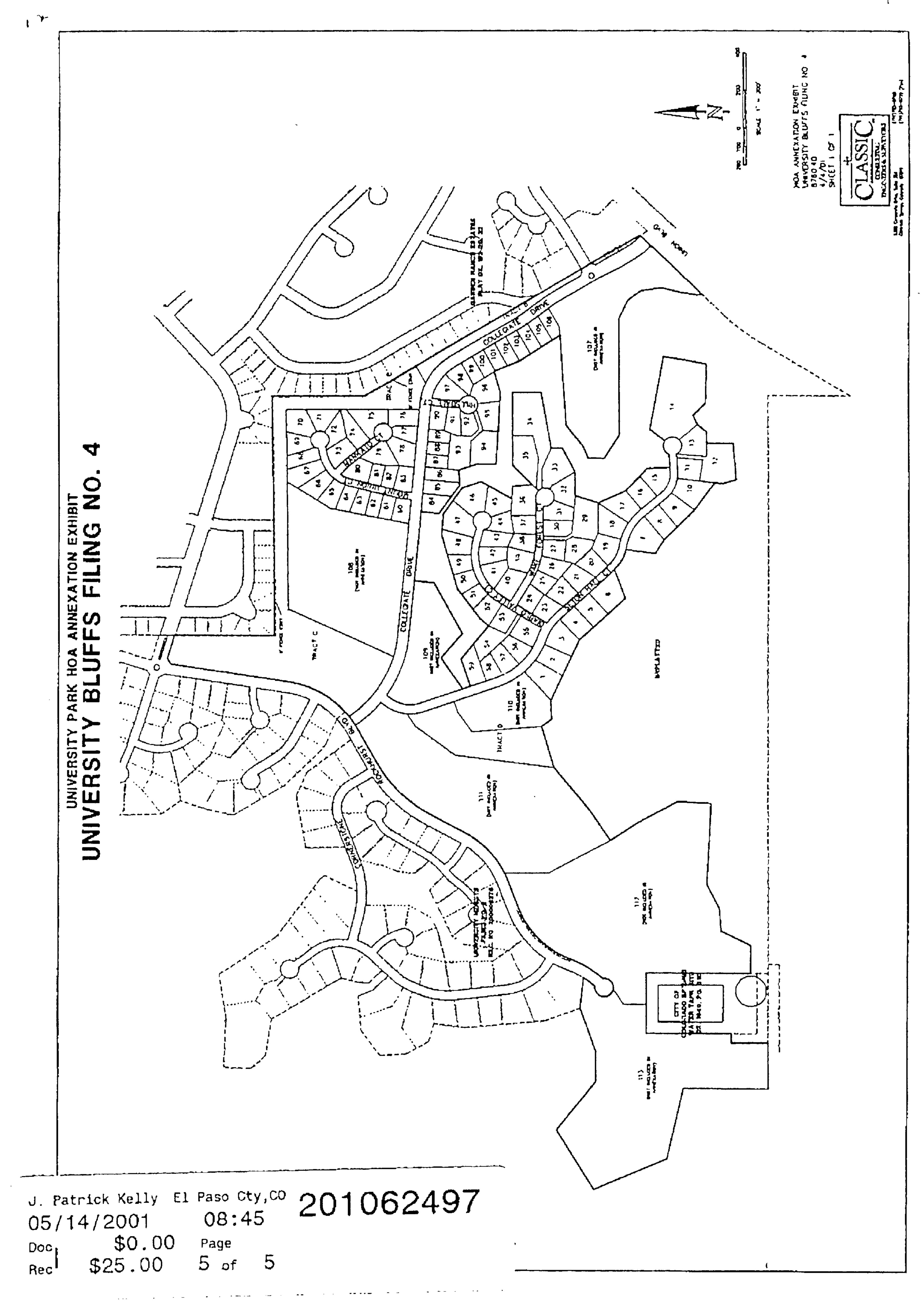
EXHIBIT A

Depiction of the Annexed Property

(Attached)

\$ \Current\Clients E-M\Elite Properties\UNIVERSI\COVENANT\ANNEXATI\UNIVBLUF4& ANN wpd

Description: El Paso, CO Document-Year. DocID 2001.62497 Selected Pages 1-5 Page Order: Univ Bluffs No 4 Comment:



ANNEXATION AMENDMENT TO DECLARATION

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR UNIVERSITY PARK

a planned community EL PASO COUNTY, COLORADO

(University Bluffs Filing No. 5)

This ANNEXATION AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR UNIVERSITY PARK ("Annexation Amendment") is made as of November 1, 2003 by Pulpit Rock Investments, LLC, a Colorado limited liability company ("Declarant").

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and Easements for University Park was recorded on January 15, 1998 at Reception No. 98005438 of the real property records of El Paso County, Colorado, as thereafter amended from time to time (the "Declaration");

WHEREAS, pursuant to Section 8.8 of the Declaration, the Declarant has the right to annex additional property within the property which is described in the Declaration without the consent of the individual homeowners;

WHEREAS, the real property described as Lots 1 through 10, and Tract A, University Bluffs Filing No. 5, as reflected on the plat thereof recorded on October 30, 2003 at Reception No. 203256014 of the real property records of El Paso County, Colorado, as depicted on Exhibit A attached hereto (hereinafter called the "Annexed Property"), is a portion of the real property described on Exhibit "B" of the Declaration as the Expansion Property;

WHEREAS, Declarant, as Declarant under the Declaration, desires to submit the Annexed Property to the terms and conditions of the Declaration;

NOW THEREFORE,

Annexation. Declarant, as the Declarant under the Declaration and the owner of the Annexed Property, hereby declares that the Annexed Property shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated and conveyed subject to the easements, restrictions, covenants, provisions and conditions of the Declaration, as the same may hereafter be amended, all of which are for the purpose of enhancing and protecting the desirability and attractiveness of the Annexed Property and the Community Area (as such term is defined in the Declaration) and all of which shall run with the land and be binding upon all parties having any right, title or interest in the Annexed Property or any part thereof, their heirs, successor and assigns, and which shall inure to the benefit of each such Owner thereof. Declarant, as the Declarant under the Declaration and the owner of the Annexed Property, hereby further declares that the definitions, easements, restrictions, covenants, provisions and conditions of the Declaration, as the same has been amended, shall apply equally and alike to all Owners of Lots (as such terms are defined in the Declaration), whether located in the Annexed Property or the real property originally submitted by the Declaration. For example, "Community Area," as that term is defined in Section 1.2 of the Declaration, shall hereafter

S:\Current\Clients E-M\Elite Properties\UNIV

El Paso Cty, CO Robert C. Balink 02:26 12/08/2003 \$0.00

\$25.00

Doo

Rec

Page

203283469

include the Annexed Property annexed into the Declaration pursuant to the terms of this Annexation Amendment, as well as the Community Area originally encumbered by the Declaration.

- 2. Amendments and Supplements to the Declaration. The Declaration, as it applies to the Annexed Property, is hereby amended as follows:
- A. <u>Preservation Area Restrictions</u>. Notwithstanding any other provision contained in the Declaration or this Annexation Amendment, Section 3.11 of the Declaration (<u>Designation and Use of the Preservation Area</u>), as it applies to the Annexed Property, is hereby modified to permit the following:

Construction and maintenance of all utilities within designated utility easements inside Preservation Areas; and

B. Roofing. The following provision is added to the Declaration with respect to the Annexed Property:

"Roofing. Class A Roof Coverings, as defined by the City of Colorado Springs, Colorado from time to time, will be required for all roofs within the Annexed Property."

C. Wildland Interface Notice. The following provision is added to the Declaration with respect to the Annexed Property:

"Wildland Interface Notice. Each Owner is hereby notified and acknowledges that, and assumes all risks related to the fact that, residing in or near wildland interface or intermix areas, such as the Annexed Property, involves increased fire risk that may not apply in urbanized types of developed communities."

D. <u>Driveways for Lots 1 and 2</u>. The following provision is added to the Declaration with respect to Lots 1 and 2 within the Annexed Property:

"Driveways for Lots 1 and 2. Lots 1 and 2 University Bluffs Filing No. 5, El Paso County, Colorado will have driveway configurations that allow on-site turnaround so that vehicles are not required to back onto Collegiate Drive."

- E. <u>Architectural Control</u>. Each Owner hereby acknowledges that architectural control, including, without limitation, colors, materials and elevations for improvements within the Annexed Property, will be as established in the Declaration and will follow and be subject to the Design Guidelines established pursuant to the Declaration. The Architectural Committee will review and approve all plans for Improvements as provided for in the Declaration and the Design Guidelines.
- 3. Reservation of Rights. Pursuant to the Declaration, the Declarant has reserved and hereby reaffirms its right to add additional property to the Declaration, and the Declarant's annexation right under the Declaration may be exercised at different times and as to different properties, and so no assurances are or have been made regarding the boundaries of any portion of

real property which may be annexed nor the order in which said portion may be annexed. If the Declarant exercises any right to annex additional real property into the Declaration, the Declarant is not required to exercise any other development rights as to any additional property.

Acceptance of Provisions of All Documents/Waiver of Homestead.

Each Owner of a Lot within the Annexed Property covenants and agrees, by acceptance of any right, title or interest such Lot, to be bound by the terms and provisions of the Declaration, the recorded plat, this Amendment, the Articles of Incorporation and Bylaws of the Association.

General.

- If any of the provisions of this Amendment or any paragraph, sentence, clause, phase or work or application thereof in any circumstances shall be invalidated, such invalidity shall not affect the validity of the remainder of this Amendment or the annexation hereunder or the Declaration, and such invalidity shall not affect the validity of any other provision, paragraph, sentence, clause, phrase or work.
- Whenever used herein, unless the context shall provide otherwise, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- C. The covenants, terms and provisions of this Amendment and of the Declaration shall be binding upon and shall inure to the benefit of the Declarant, the Association, and each Owner of a Lot, and the heirs, personal representatives, successors and assigns of each of them. Except as amended hereby, the Declaration shall continue in full force and effect in accordance with its unamended provisions.

This Annexation Amendment shall be effective upon the execution and recording hereof and the terms and conditions hereof shall be binding upon any subsequent Owner of the Annexed Property.

IN WITNESS WHEREOF, the undersigned has executed this Annexation Amendment as of the date and year first above written.

By:

Pulpit Rock Investments, LLC, a Colorado limited liability company

Elite Properties of America, Inc.,

a Colorado Corporation, as Manager

ATTEST:

By:

Its:

STATE OF	COLORADO				
COUNTY	OF EL PASO) ss.)			
The 2003. by	foregoing instrument was Bried Barman	as acknowledge	ed before me this as Via Pres	3 day of 1	ecember)
		25			of Elite
Witt	orado limited liability of ness my hand and offici	al seal.			
STINE LWS STINE LWS STINE LWS	Commission Expires: _	12-02-20	05. Constant	2. Mul	
NOTARY PUBLIC			Notary Public		

Exhibit /