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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 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 (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 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

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

ATTEST:

By: [Signature]
Its: ELP

By: [Signature]
Its: ELP

CONSENT

UP PHASE I, LLC, a Colorado limited liability company

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

ATTEST

By: [Signature]
Its: ELP

By: [Signature]
Its: ELP

STATE OF Colorado)
) ss
COUNTY OF El Paso)

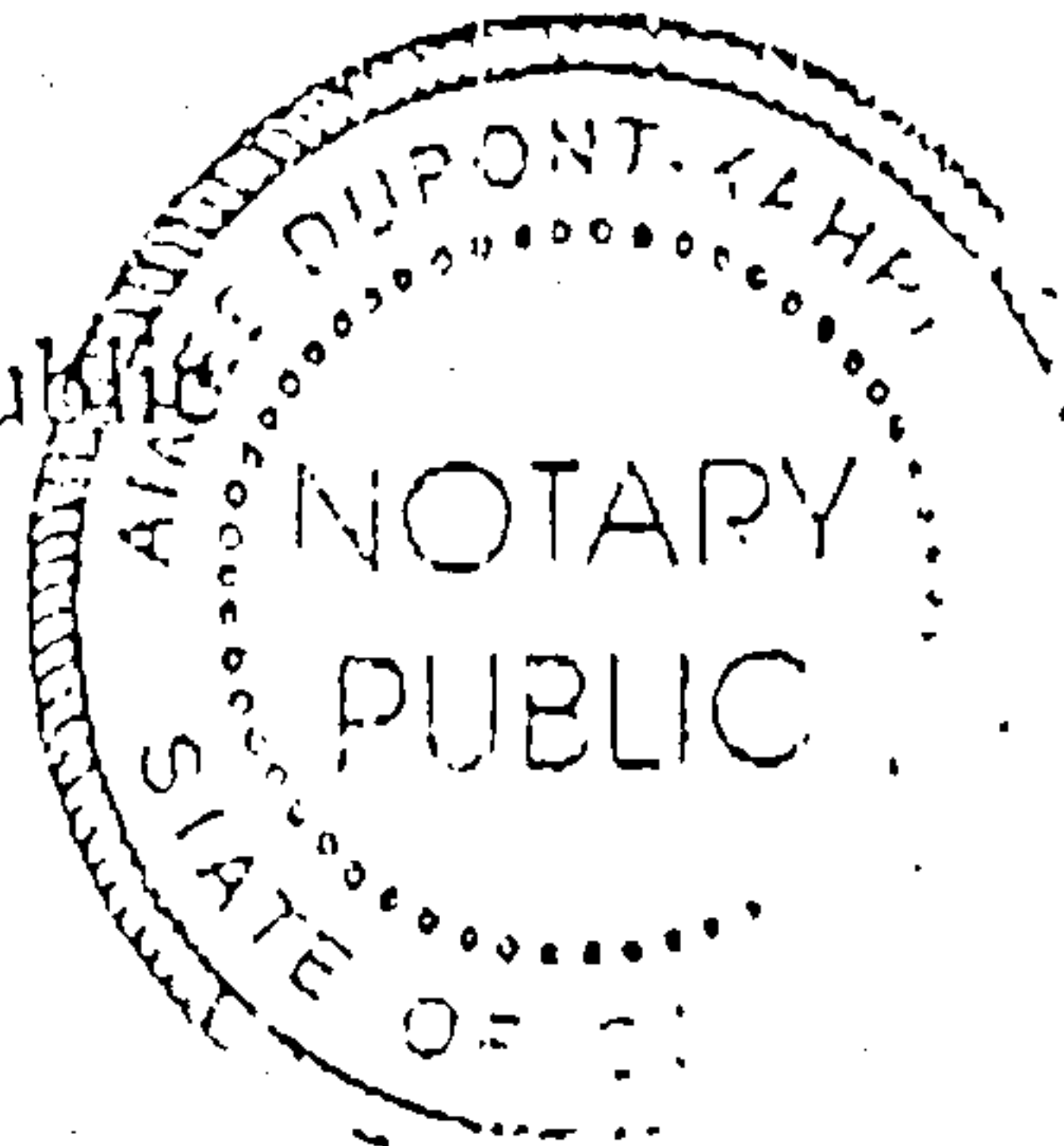
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Rec \$15.00 3 of 3

The foregoing instrument was acknowledged before me this 25th day of April, 2000, by Doug Stimpfle as President and Joe Lovick as Vice President 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.

[Signature]

Notary Public



My Commission Expires 03/07/2001

(SEAL)

STATE OF Colorado)
) ss
COUNTY OF El Paso)

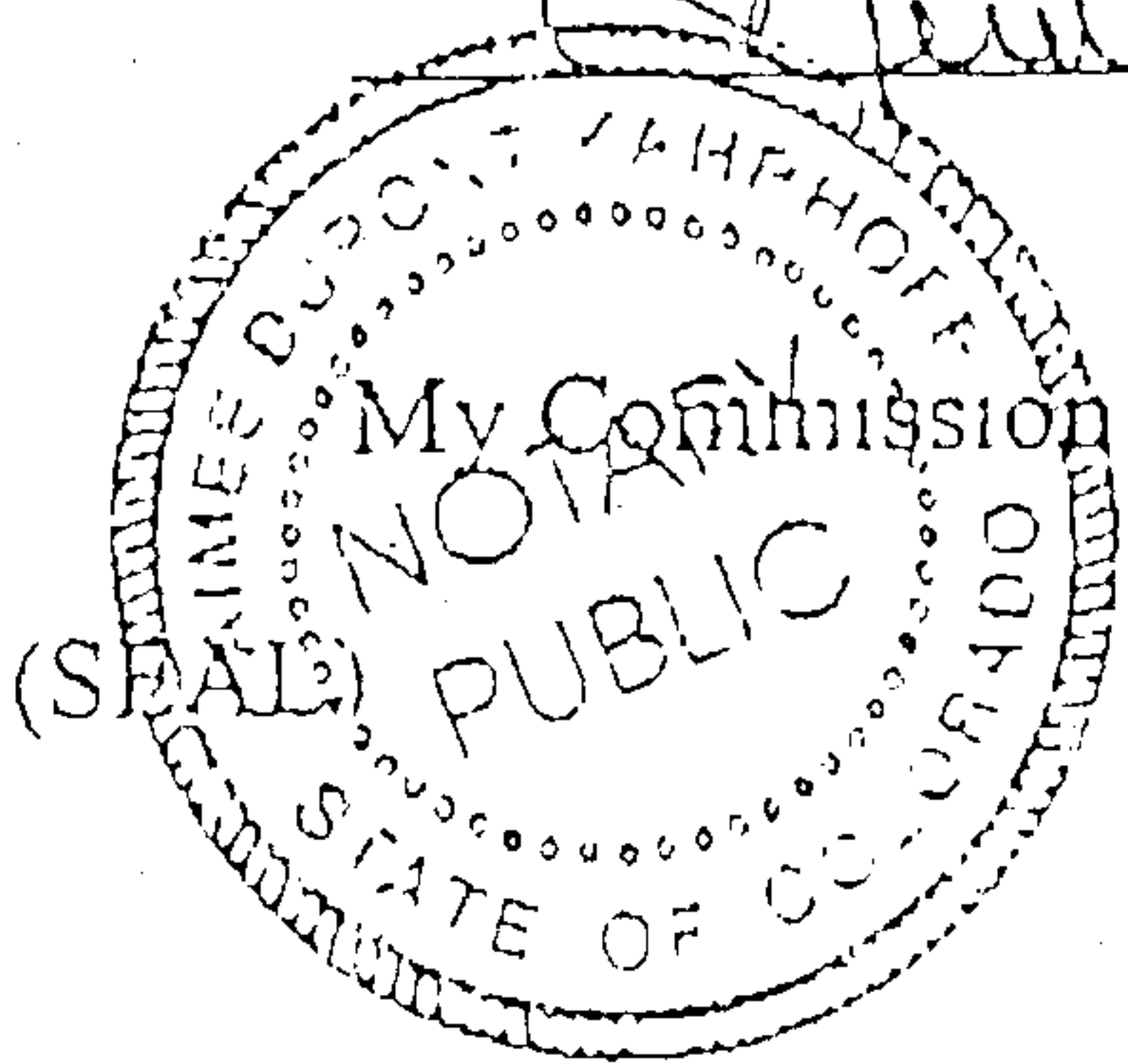
The foregoing instrument was acknowledged before me this 25th day of April, 2000, by Doug Stimpfle as President and Joe Lovick as Vice President of Elite Properties of America, Inc., a Colorado corporation, as Manager of UP Phase I, LLC, a Colorado limited liability company.

Witness my hand and official seal

[Signature]

Notary Public

MY COMMISSION EXPIRES
03/07/2001



My Commission Expires _____

ANNEXATION AMENDMENT TO
DECLARATION
OF
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,

1. 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 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.

2. Amendments and Supplements to the Declaration. The Declaration, as it applies to the Annexed Property, is hereby amended as follows:

A. Preservation Area Restrictions. Notwithstanding any other provision contained in the Declaration or this Annexation Amendment, Section 3.11 of the Declaration (Designation and Use of the Preservation Area), 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.

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. Architectural Control. 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.

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, phrase 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.

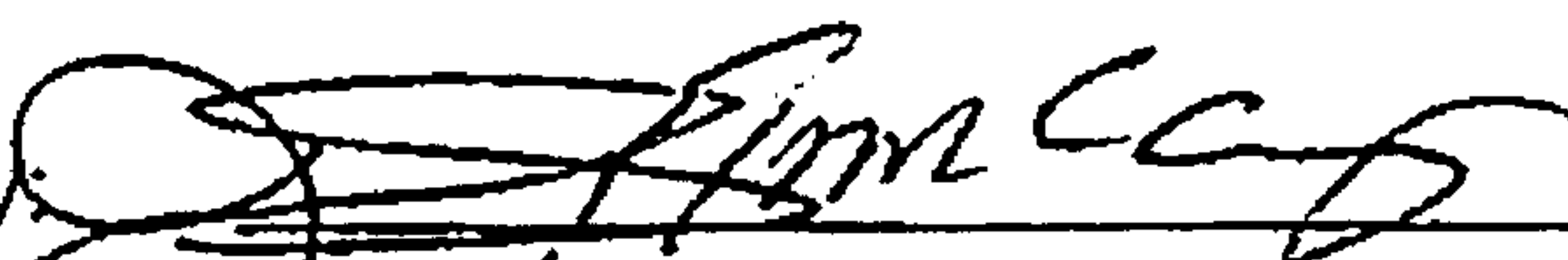
C. The covenants, terms and provisions of this Amendment and of the Declaration shall be binding upon and shall inure to the benefit of the Declarant, the Association, and each Owner of a Lot, and the heirs, personal representatives, successors and assigns of each of them. Except as amended hereby, the Declaration shall continue in full force and effect in accordance with its unamended provisions.

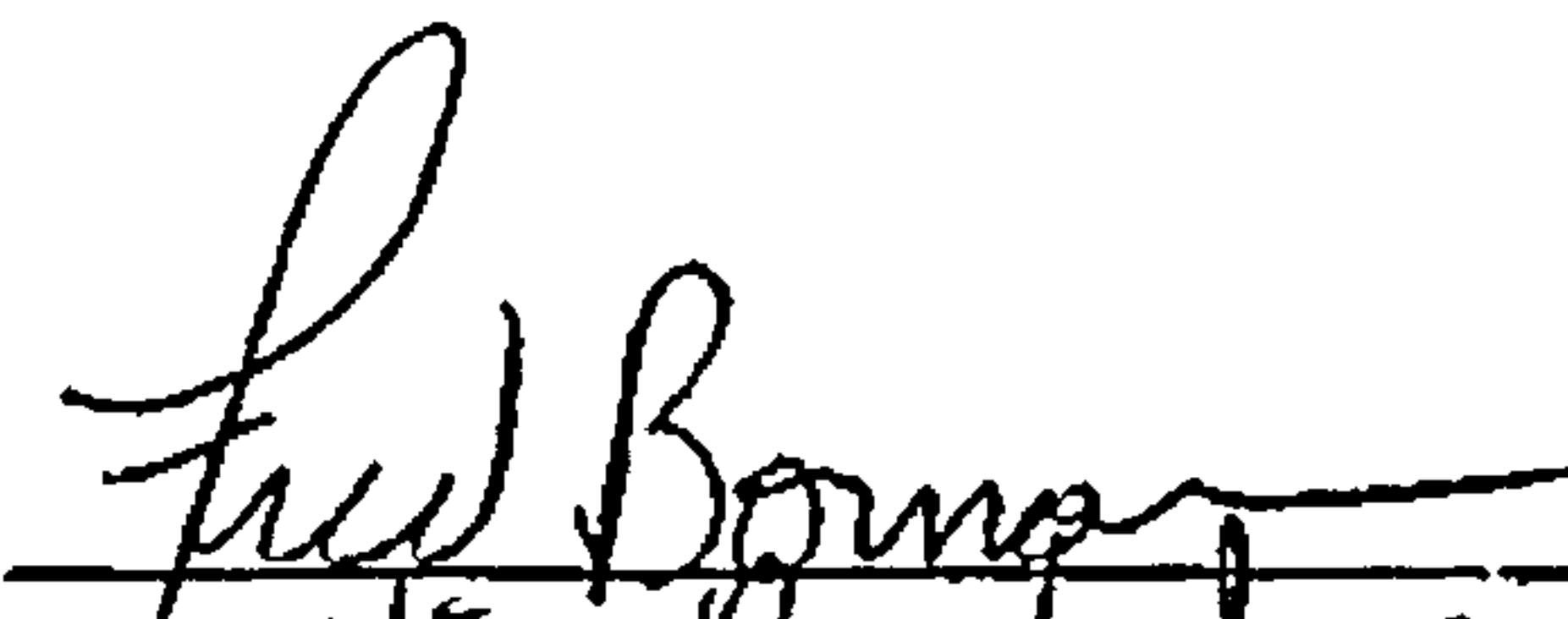
IN WITNESS WHEREOF, the undersigned has executed this Annexation Amendment as of the date and year first above written.

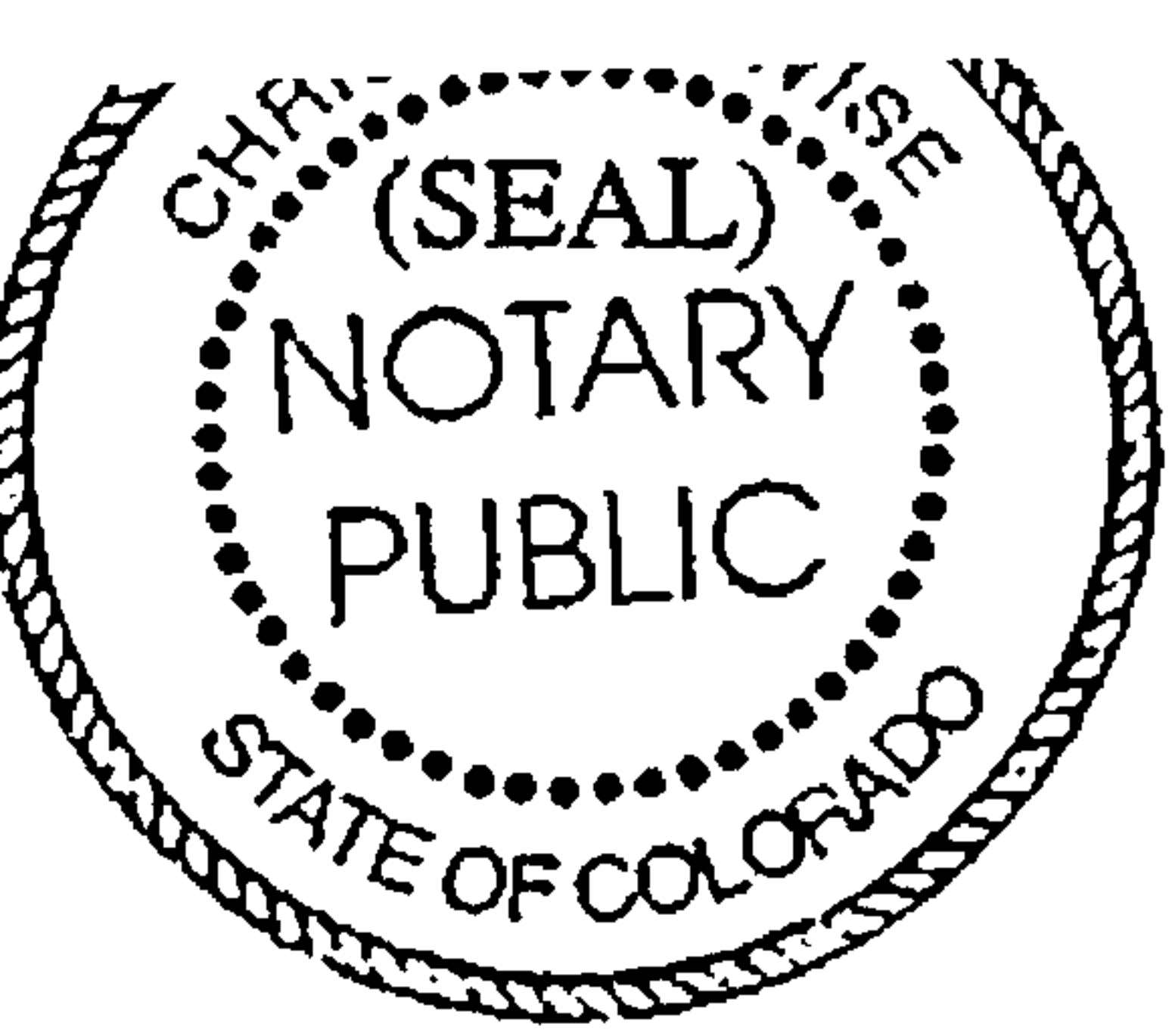
Pulpit Rock Investments, LLC,
a Colorado limited liability company

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

ATTEST:

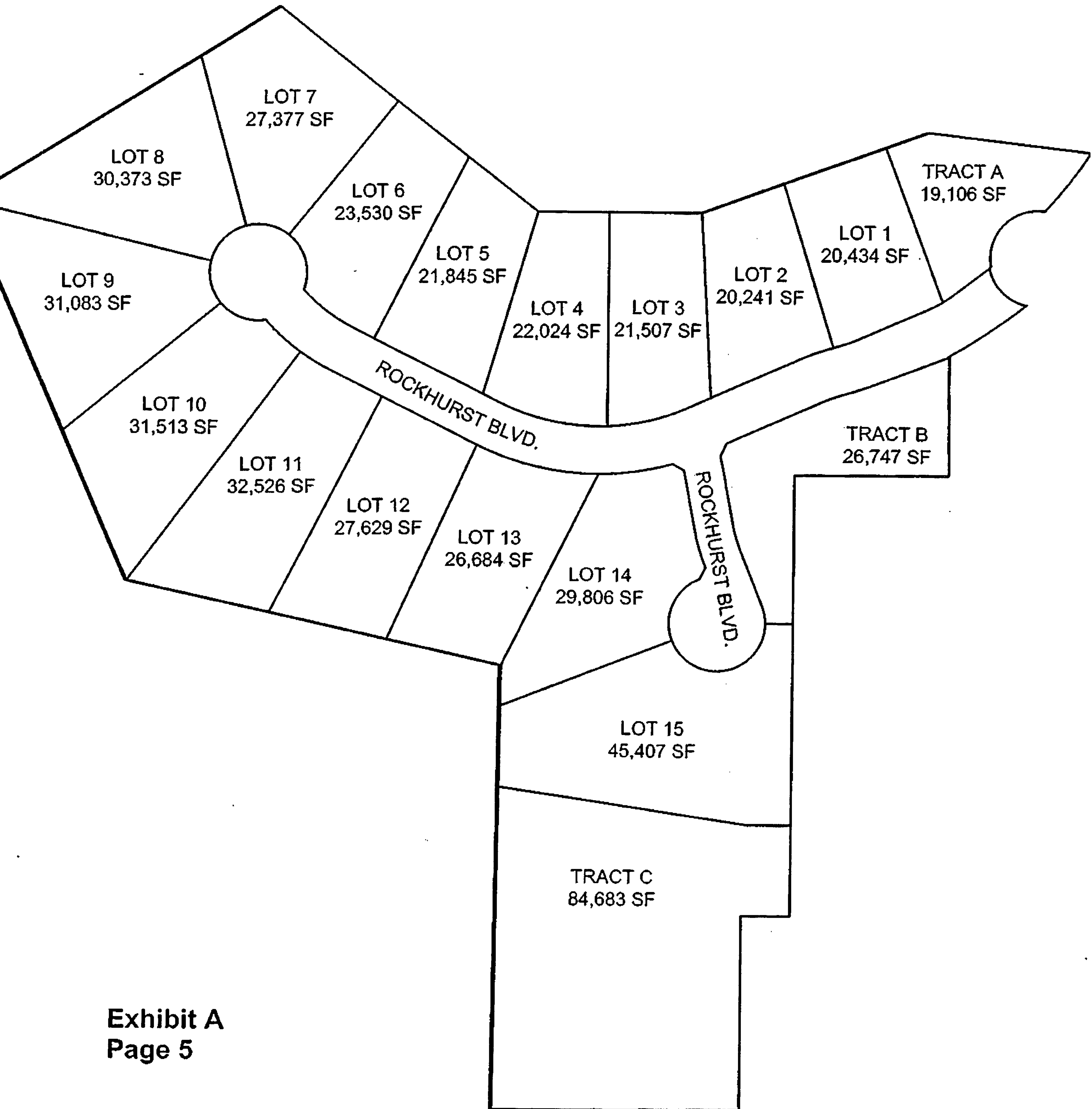
By: 
Its: Construction Manager

By: 
Its: Vice President



Christine R. Wise
Notary Public

University Heights 3



J. Patrick Kelly El Paso Cty, CO 099110783
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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 (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 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

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

ATTEST:

By: 
Its: _____

By: 
Its: EVP _____

CONSENT

Elite Properties of America,
a Colorado corporation

ATTEST:

By: 
Its: _____

By: 
Its: EVP _____

J. Patrick Kelly El Paso Cty, CO 099110783
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J. Patrick Kelly El Paso Cty, CO

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STATE OF Colorado)

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) ss.

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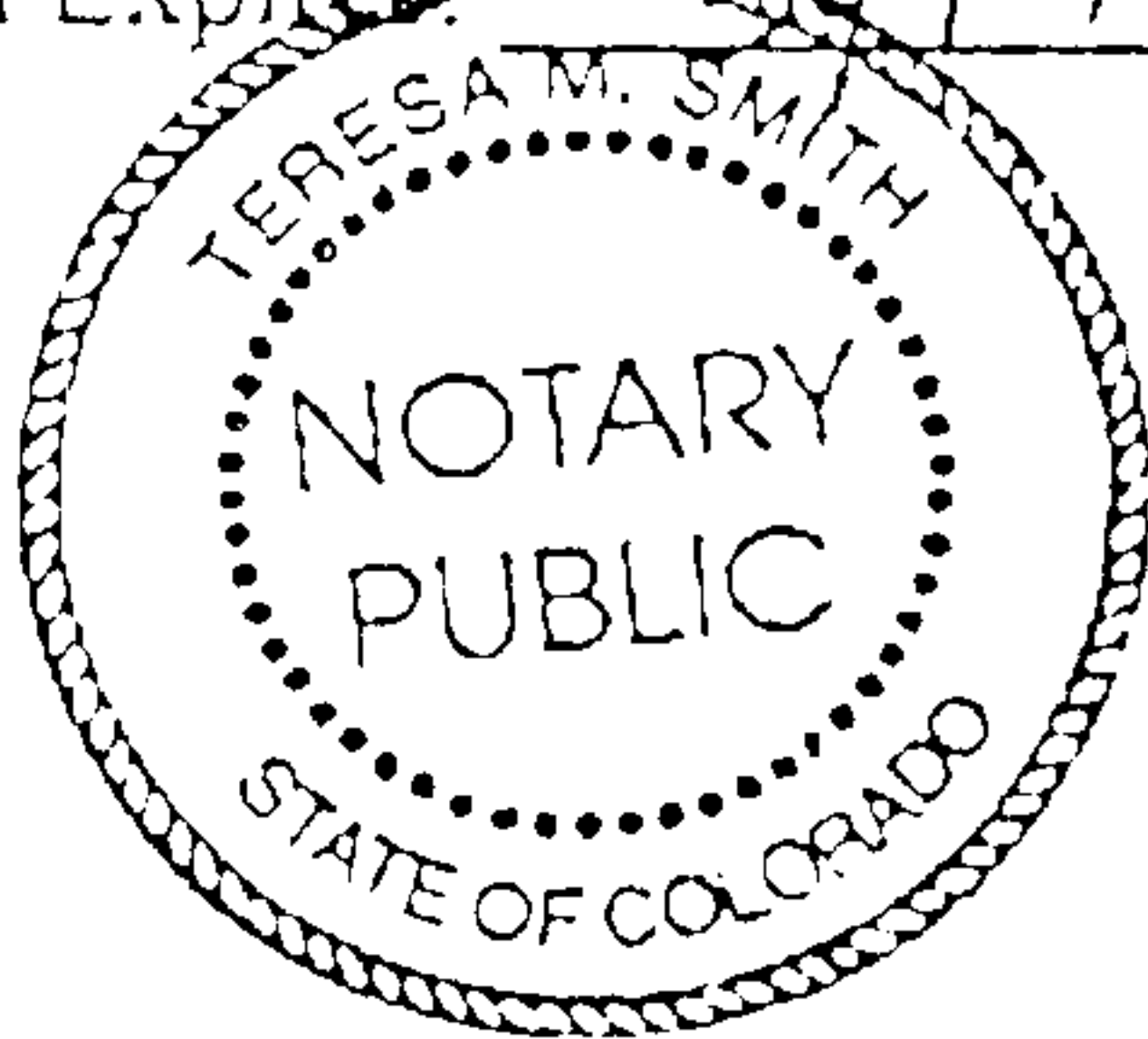
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 8th day of July, 1999, by DOUGLAS M. SIMPLE as EXECUTIVE VICE PRESIDENT and JOSEPH LOIDOLF as VICE PRESIDENT 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 Expires: 5/19/01

(SEAL)



TMS
Notary Public

STATE OF COLORADO)

) ss.

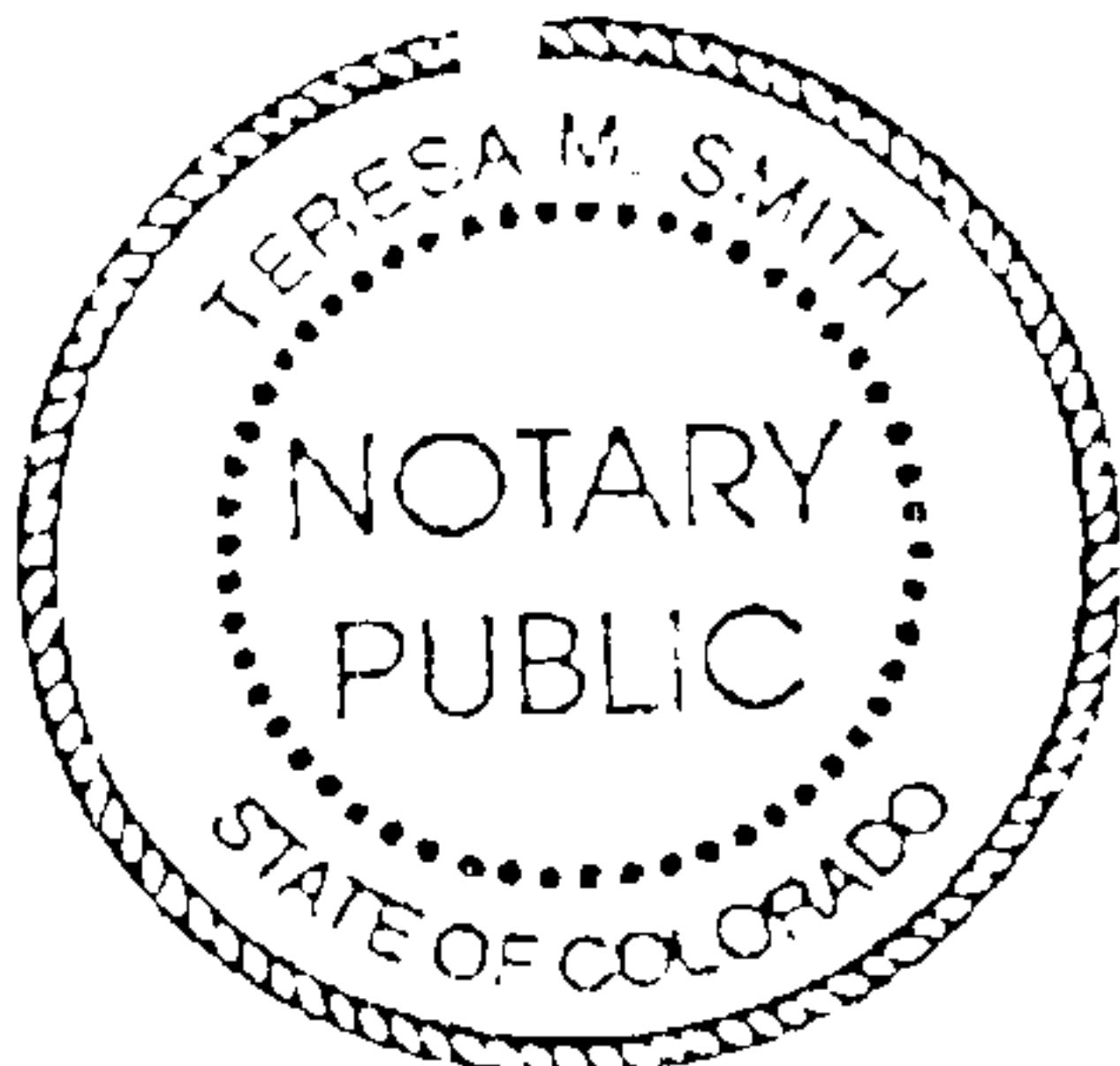
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 8th day of July, 1999, by DOUGLAS M. SIMPLE as EXECUTIVE VICE PRESIDENT and JOSEPH LOIDOLF as VICE PRESIDENT of Elite Properties of America, Inc., a Colorado corporation.

Witness my hand and official seal.

My Commission Expires: 5/19/01

(SEAL)



TMS
Notary 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
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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.

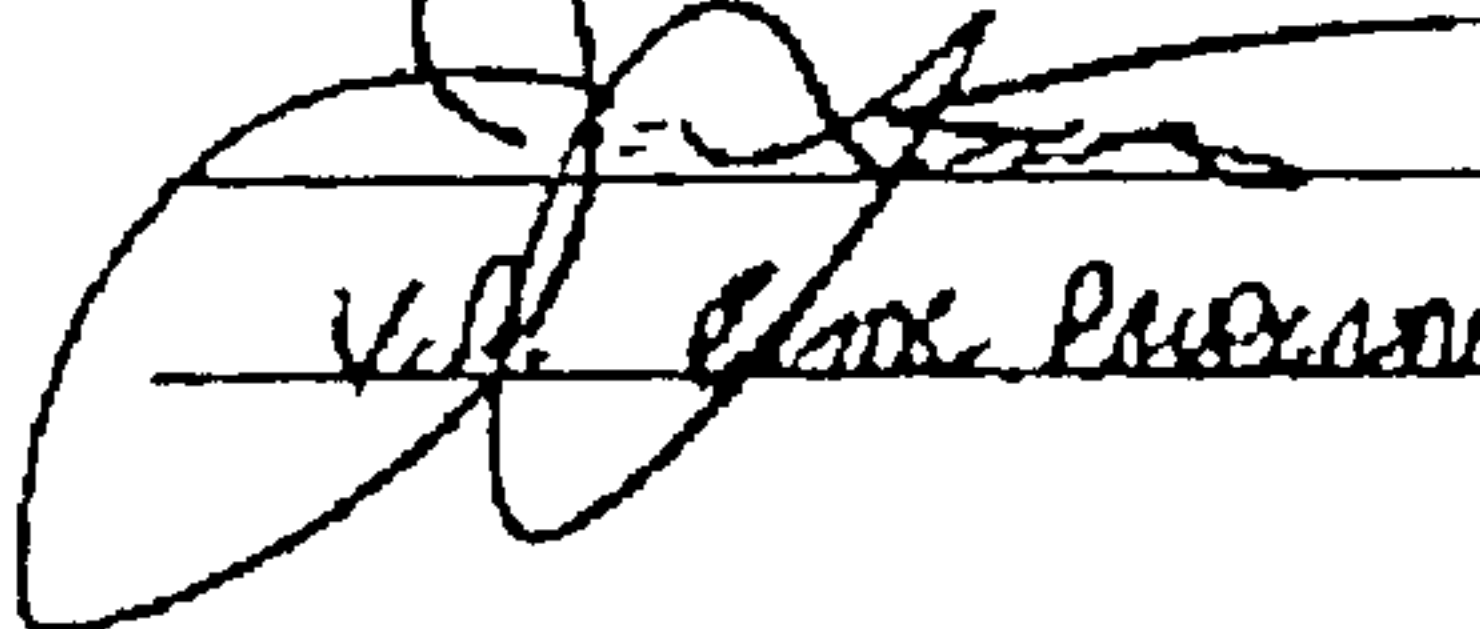
This Annexation Amendment shall be effective upon the execution and recording hereof and the terms and conditions hereof shall be binding upon any subsequent Owner of the Annexed Property.

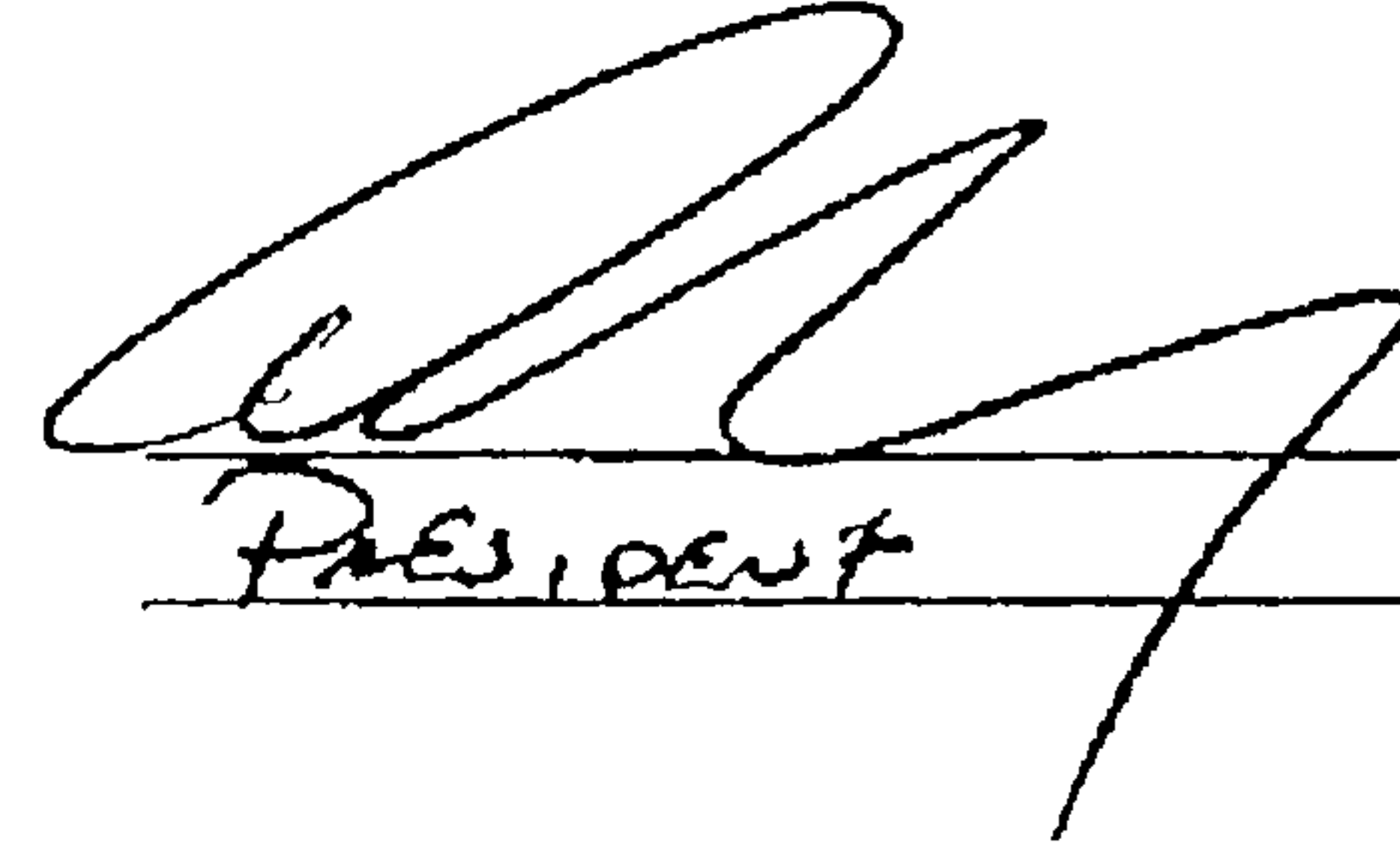
IN WITNESS WHEREOF, the undersigned has executed this Annexation Amendment as of the date and year first above written.

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

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

ATTEST:

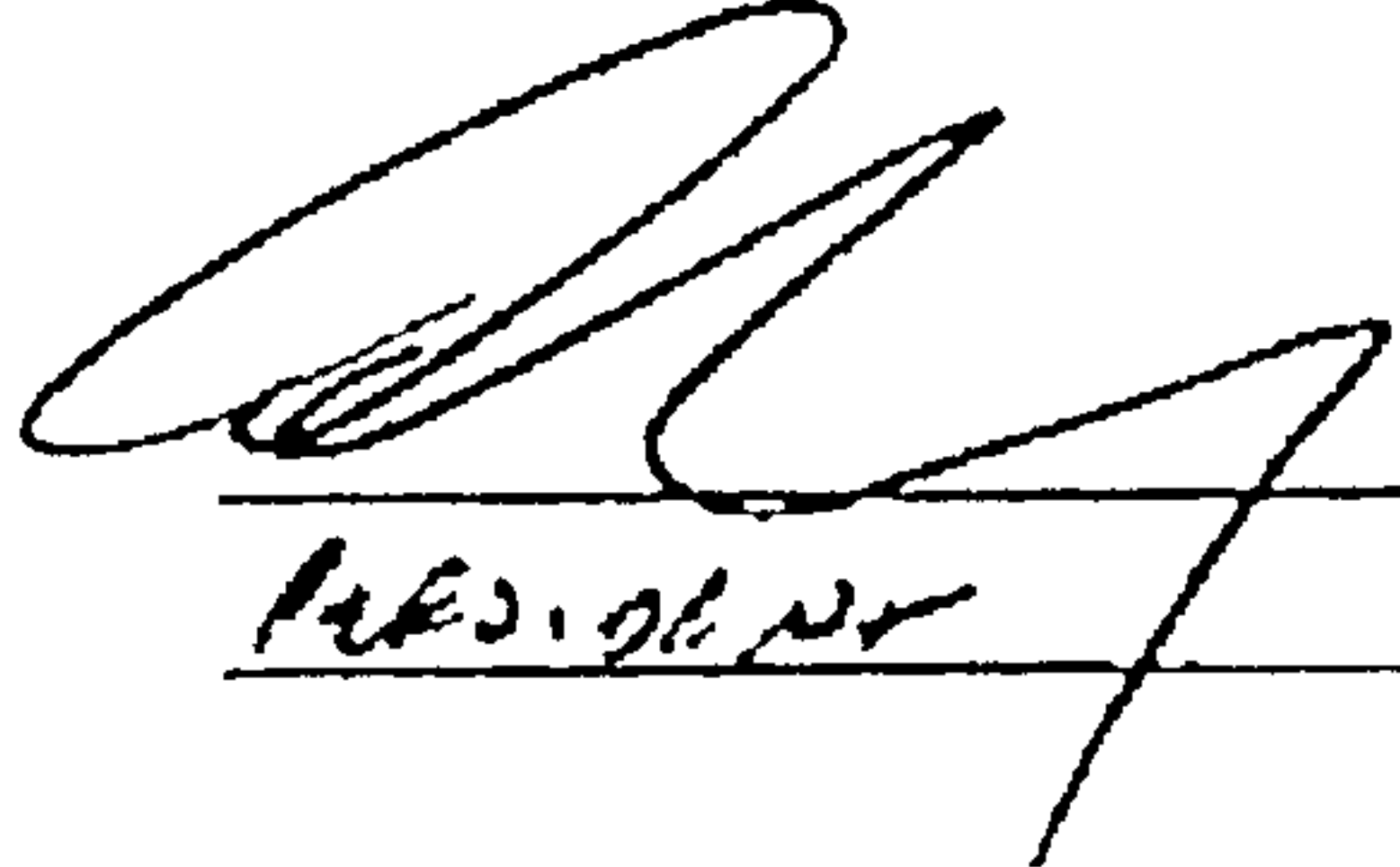
By: 
Its: V.P. Elite Properties of America, Inc.

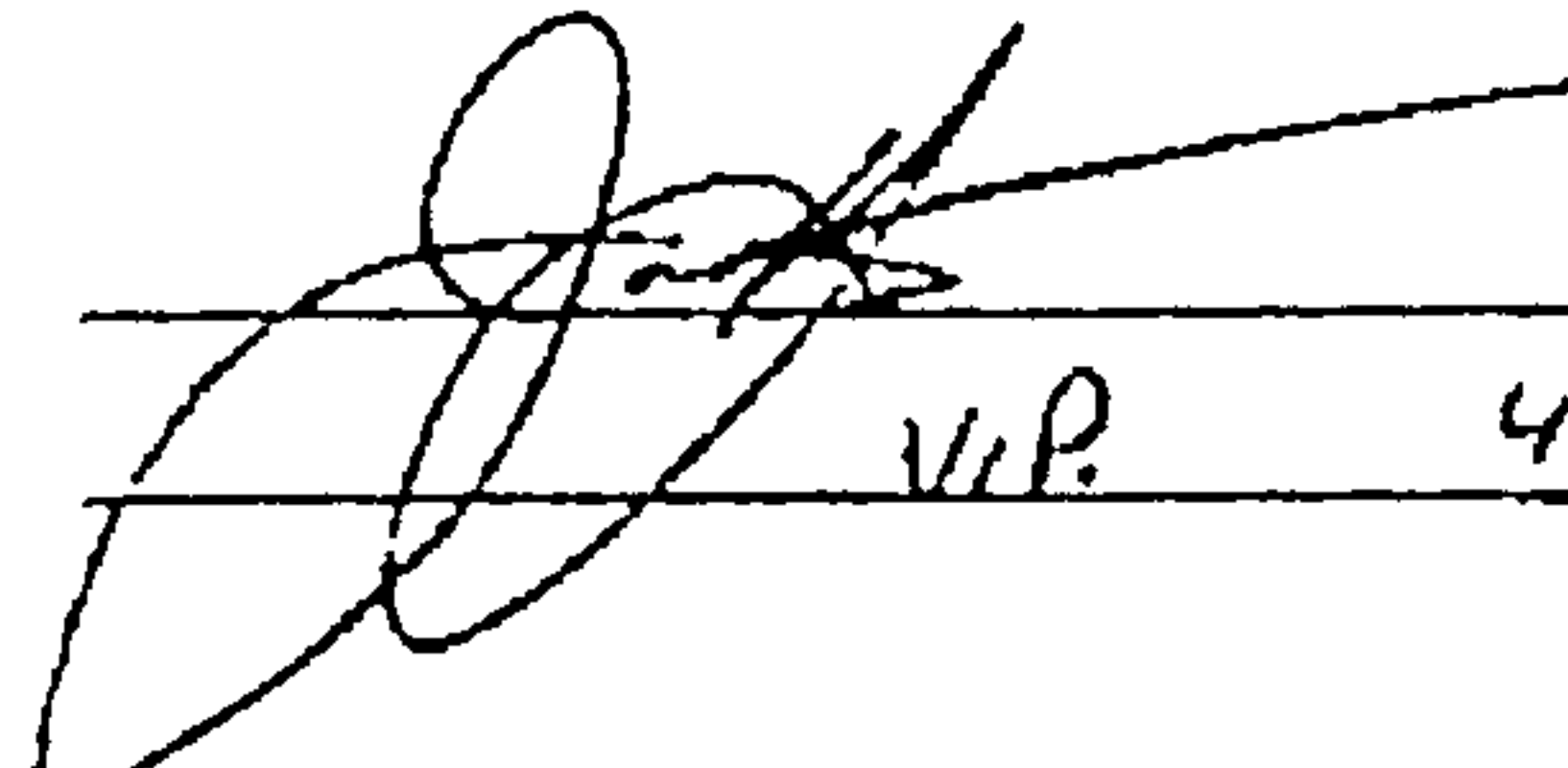
By: 
Its: PRESIDENT

CONSENT

**Elite Properties of America,
a Colorado corporation**

ATTEST:

By: 
Its: PRESIDENT

By: 
Its: V.P. 4.25.01

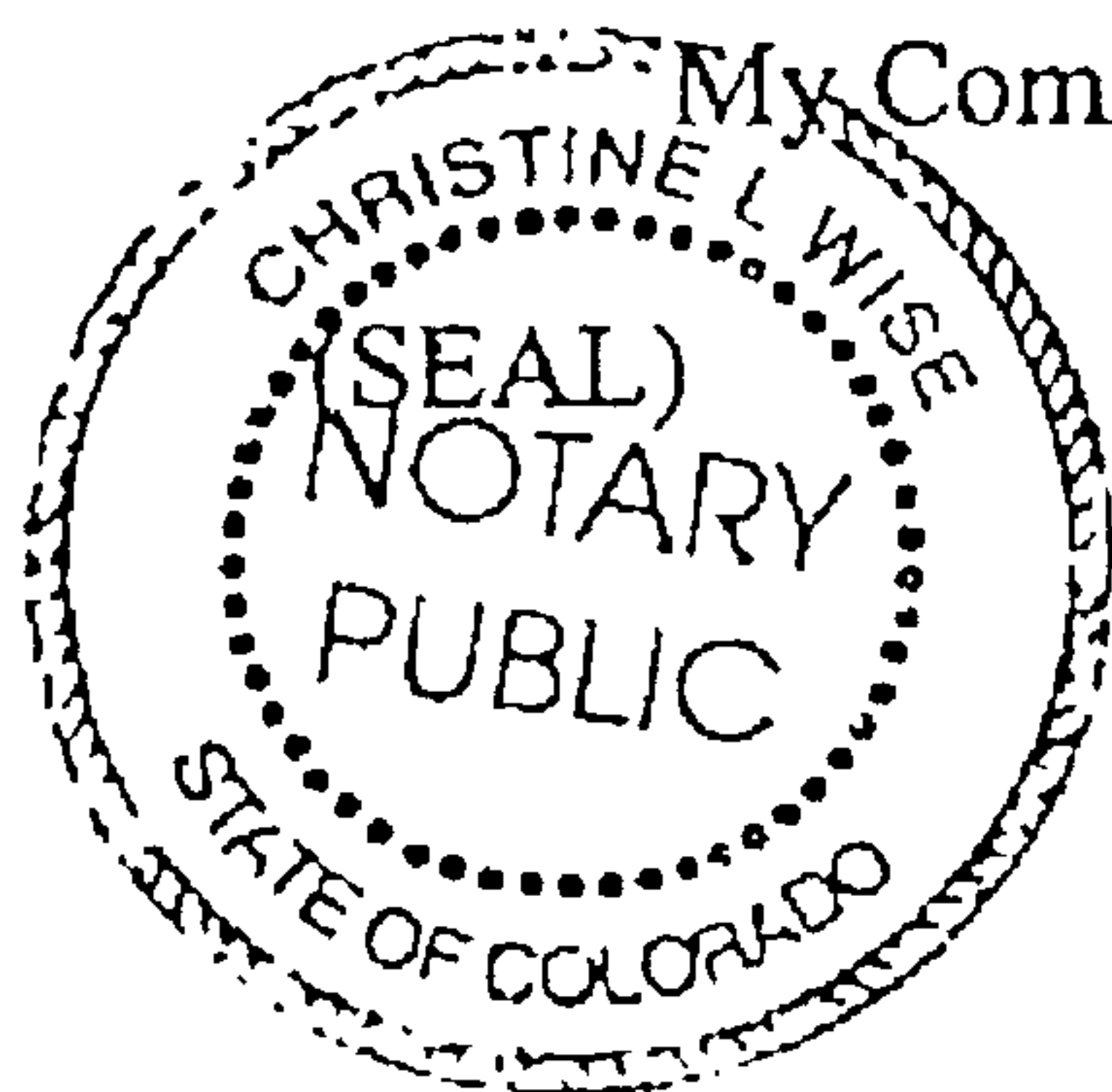
J. Patrick Kelly El Paso Cty, CO
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STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 9th day of May, 2001, by Douglas M. Stimple as President ~~xxx~~ 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 Expires: 12-02-01.



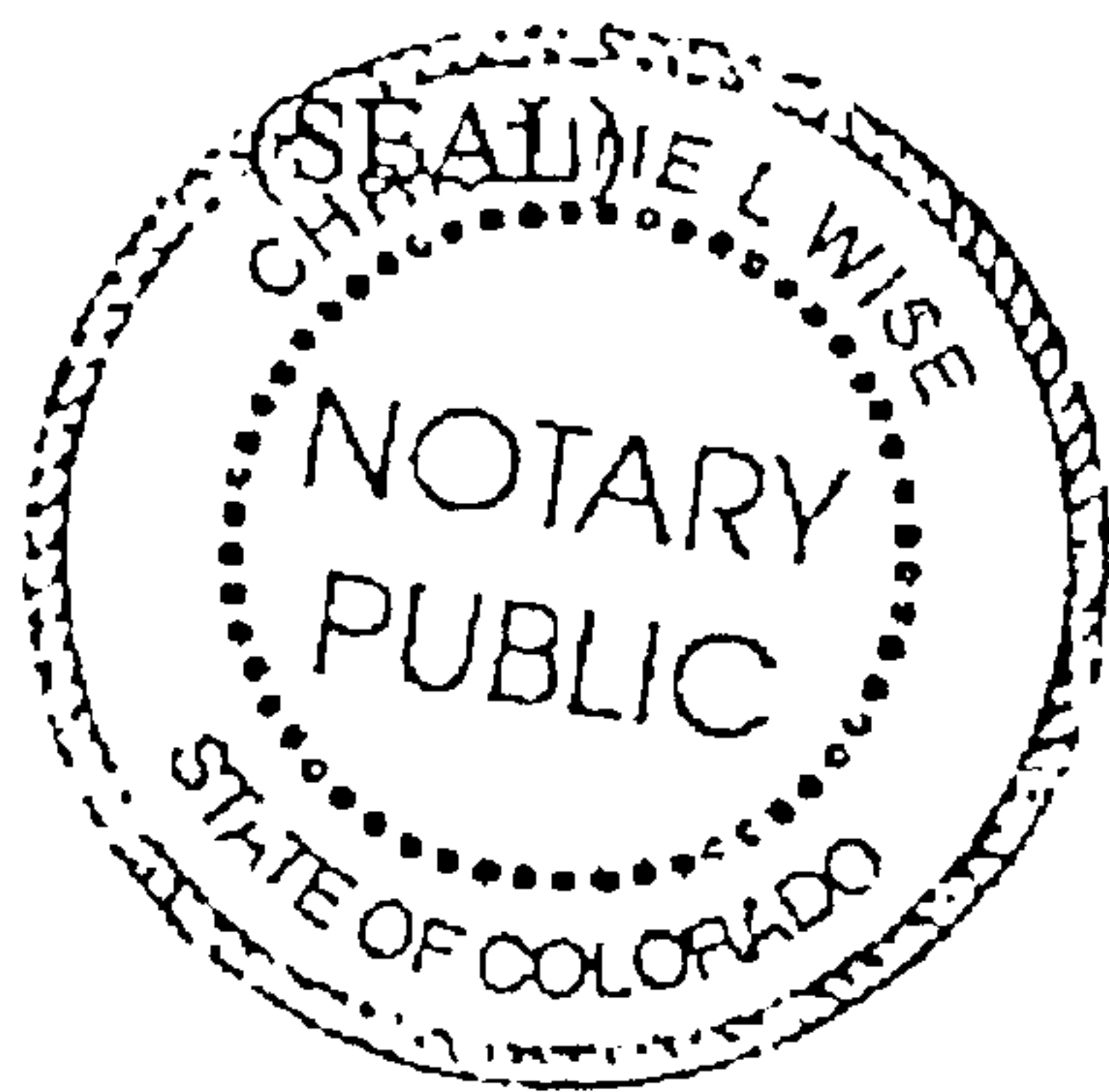
Christine L. Wise
Notary Public

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 9th day of May, 2001, by Joseph Loidolt as Vice President ~~xxx~~ of Elite Properties of America, Inc., a Colorado corporation.

Witness my hand and official seal.

My Commission Expires: 12-02-01.



Christine L. Wise
Notary Public

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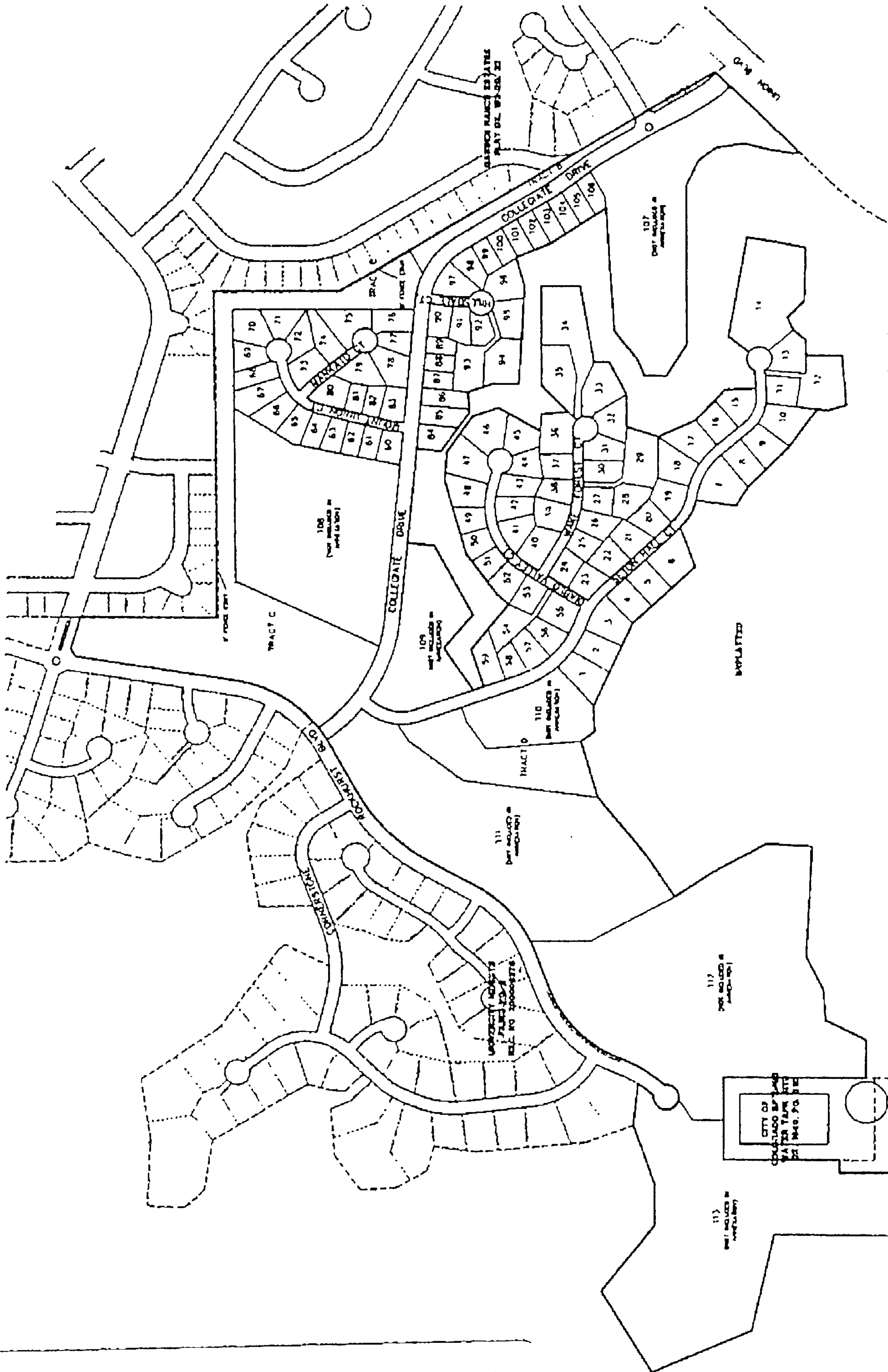
EXHIBIT A

Depiction of the Annexed Property

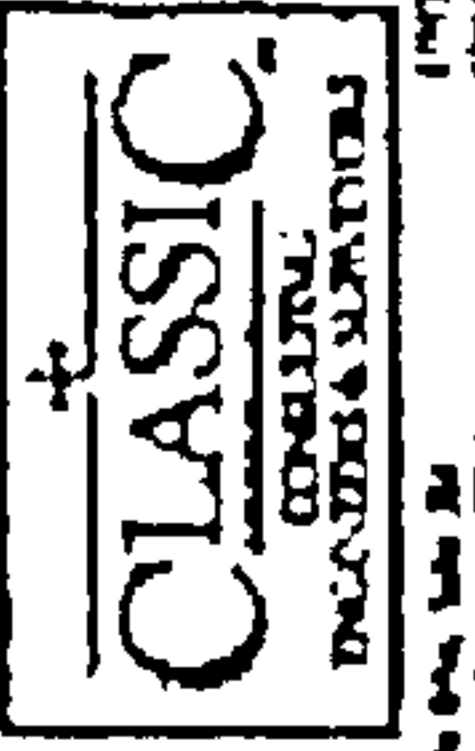
(Attached)

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UNIVERSITY PARK HOA ANNEXATION EXHIBIT
UNIVERSITY BLUFFS FILING NO. 4



HOA ANNEXATION EXHIBIT
 UNIVERSITY BLUFFS FILING NO. 4
 878040
 4/4/01
 SHEET 1 OF 1



1150 South Loop West, Suite 200
 Fort Worth, Texas 76104
 Phone: 817-339-8888
 Fax: 817-339-8889
 Website: www.classic-engineers.com

J. Patrick Kelly El Paso Cty, CO 201062497
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**ANNEXATION AMENDMENT TO
DECLARATION
OF
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;

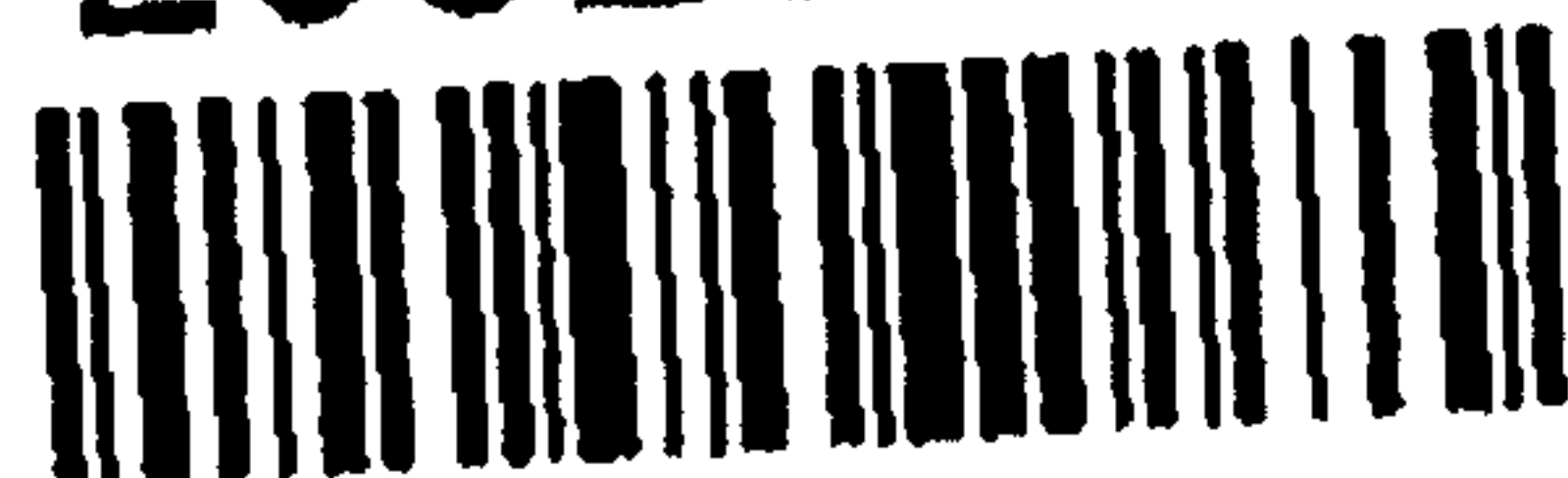
NOW THEREFORE,

1. 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

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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. Preservation Area Restrictions. Notwithstanding any other provision contained in the Declaration or this Annexation Amendment, Section 3.11 of the Declaration (Designation and Use of the Preservation Area), 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. Driveways for Lots 1 and 2. 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. Architectural Control. 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.

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, phrase 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.


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.

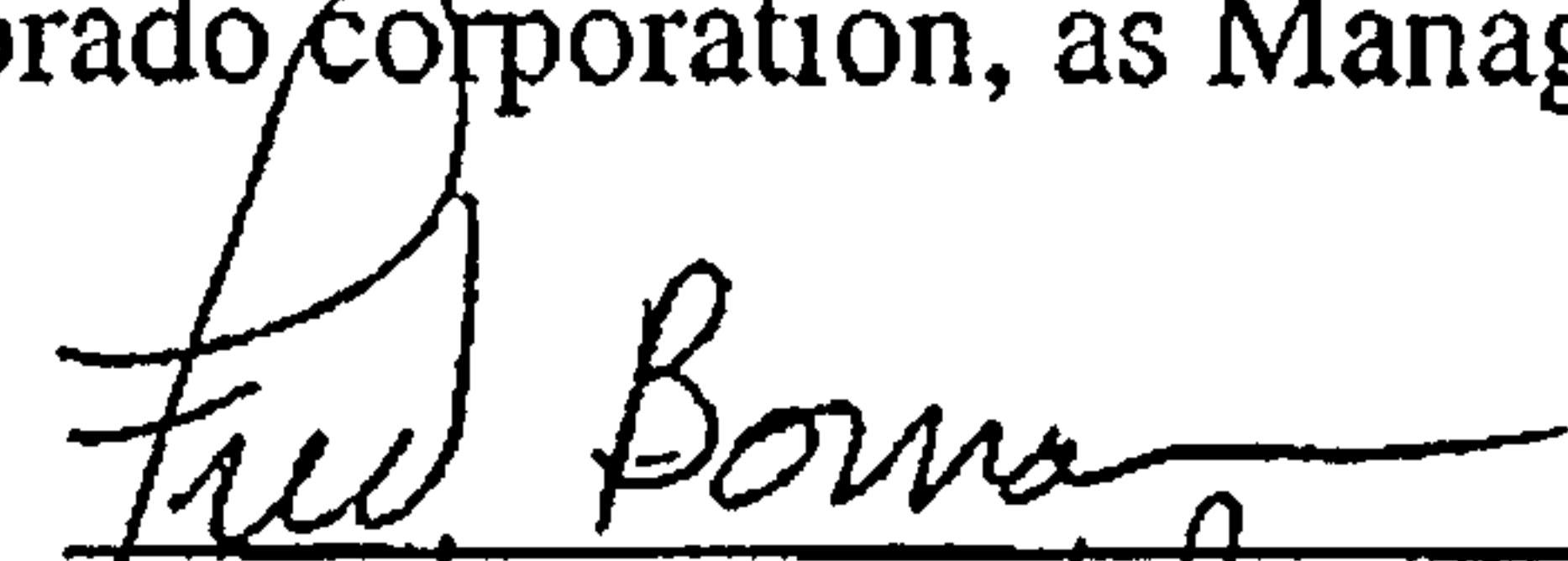
IN WITNESS WHEREOF, the undersigned has executed this Annexation Amendment as of the date and year first above written.

Pulpit Rock Investments, LLC,
a Colorado limited liability company

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

ATTEST:

By: 
Its: Construction Manager

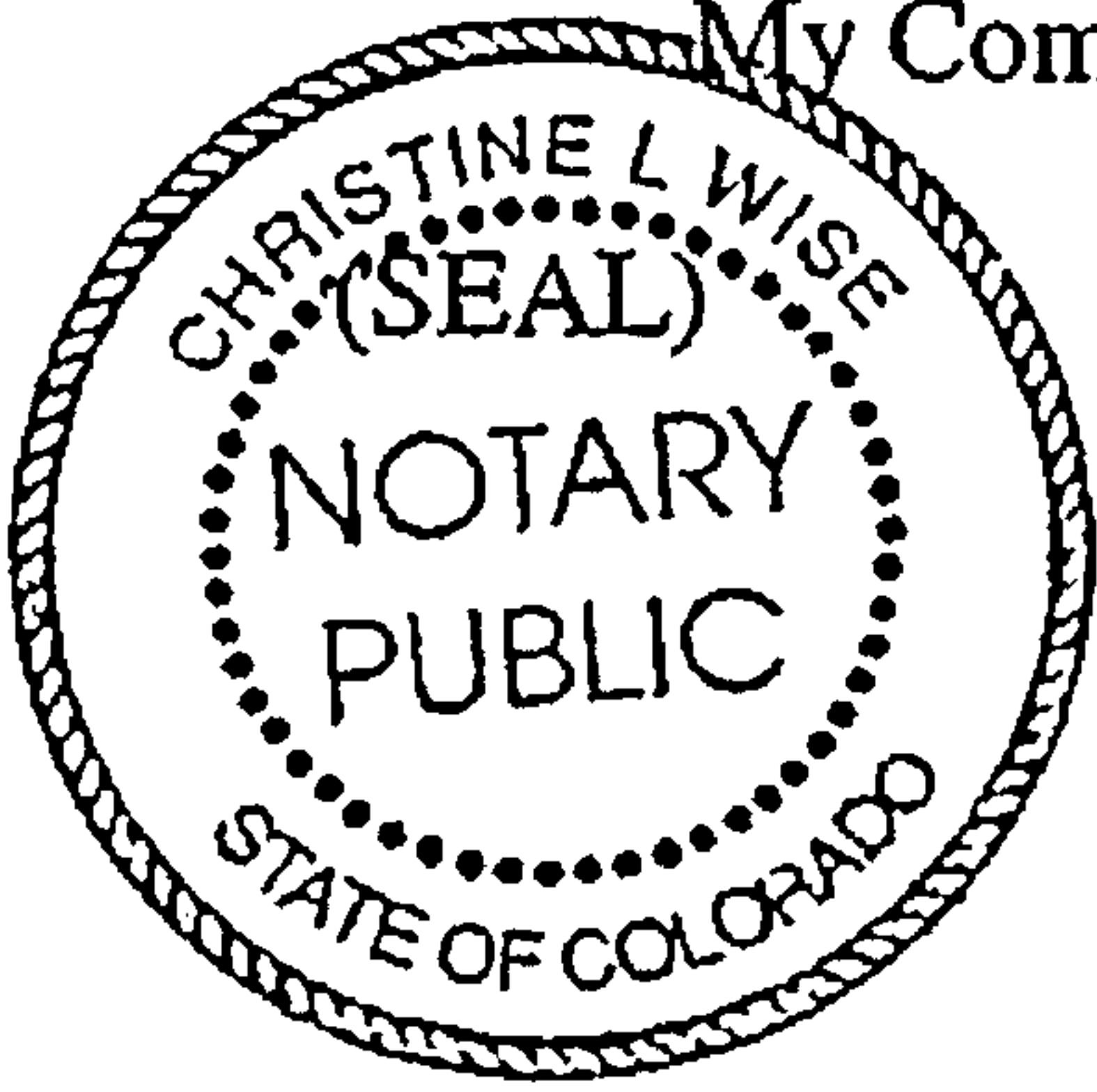
By: 
Its: Vice President

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

The foregoing instrument was acknowledged before me this 3rd day of December, 2003, by Fred Baumann as Vice President and _____ as _____ 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 Expires: 12-02-2005.



Christine R. Wise
Notary Public

