



ANNEXATION AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE VILLAGE AT MONUMENT

THIS ANNEXATION AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE VILLAGE AT MONUMENT (the "Annexation Amendment"), is made and entered effective as of April 7, 2004 by **Trail Ridge Development, LLC**, a Colorado limited liability company, hereinafter called "Declarant," with the consent of **Wiepking Real Estate Investments, LLC**, a Colorado limited liability company ("WREI"), as the owner of the Annexed Property described below.

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions of The Village at Monument was recorded on September 6, 2002 at Reception No. 202150330 of the real property records of El Paso County, Colorado, as amended (the "Declaration");

WHEREAS, pursuant to Article X of the Declaration, the Declarant has the right to annex additional property into the real property which is subject to the Declaration without the consent of the individual homeowners;

WHEREAS, all of the real property which is a part of Village at Monument Filing No. 2, as reflected on the plat thereof recorded on November 18, 2003 at Reception No. 203271328 of the real property records of El Paso County, Colorado, including without limitation Lots 28 through 47 and Tract C, Village at Monument Filing No. 2, El Paso County, Colorado (hereinafter called the "Annexed Property"), is a portion of the real property described as the Expansion Property in the Declaration;

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

WHEREAS, Declarant desires to limit and adjust the obligations of the Association (as defined in the Declaration) with respect to the Annexed Property as compared to the obligations of the Association with respect to Village at Monument Phase 1 ("Phase 1," the Property currently subject to the Declaration). **The distinction in Association services for the Annexed Property and the Phase 1 Property are specifically set forth in Sections 3 and 6 of this Annexation Amendment.**

NOW THEREFORE, Declarant, as the Declarant under the Declaration, with the consent of WREI, as the owner of the Annexed Property, hereby declares as follows:



CCSE 1166358

1. Annexation. The Annexed Property is hereby made subject to the covenants, conditions, restrictions, and easements contained in this Annexation Amendment. Certain provisions of this Annexation Amendment modify the terms of the Declaration with respect to the Annexed Property. Except as otherwise expressly set forth herein, the Annexed Property is hereby made subject to and shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated and conveyed subject to the restrictions, covenants, 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 Property (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, successors and assigns, and which shall inure to the benefit of each such Owner thereof. Declarant hereby further declares that, except as expressly modified herein with respect to the Annexed Property, the definitions, restrictions, covenants, and conditions of the Declaration 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 Property. For example, "Common Area," as that term is defined in Section 1.4 of the Declaration, shall hereafter include Tract C within the Annexed Property, together with all improvements located thereon and all common property owned by the Association.

2. Lots Within Annexed Property. The Annexed Property currently contains twenty (20) Lots. From and after the effective date hereof, and subject to the rights described in Article X of the Declaration, the Property, including the Annexed Property, contains forty-four (44) Lots.

3. The following provisions are hereby added to the Declaration to clarify that, due to the fact that the Association is not responsible for maintenance and repair of the exterior surfaces of the Single Family Residences and is not obligated to maintain property insurance on the Single Family Residences (as specifically set forth below), the per Lot annual assessments for Phase 1 and the Annexed Property will not be equal. The differences in the Association's expenses with respect to the Townhomes in Phase 1 and the Single Family Residences in the Annexed Property will result in different annual assessments, and separate voting on specific matters, for Owners within Phase 1 and the Annexed Property.

Owner's Proportionate Share. The first two sentences of Section 1.16 of the Declaration are hereby deleted and replaced with the following:

Section 1.16 "Owner's Proportionate Share" or "Proportionate Interest" means that percentage of the total which is equal to such Owner's fractional or percentage interest as set forth in **Exhibit C** attached hereto and incorporated herein by this reference. The percentage shall be based upon each Owner's share of the total number of Townhomes and Single Family Residences, based upon the number of Townhomes and Single Family Residences owned by each Owner.

4. The following provisions are hereby added to the Declaration to create Use Easements within Lots within the Annexed Property.

Section 2.9. Use Easements.

(a) Creation of the Use Easements. The Declarant hereby declares and establishes "Use Easements" within each of the following Lots within the Annexed Property:

<u>Benefitted Lot</u>	<u>Burdened Lot</u>
46	47
44	45
43	44
42	43
41	42
40	41
39	40
38	39
37	38
36	37
35	36
34	35
33	34
32	33
31	30
30	29
29	28

Each Use Easement established herein shall be a perpetual, exclusive easement within the fenced area of that portion of the Burdened Lot which is adjacent to and contiguous with the fenced Common Area and fenced patio area of the Benefitted Lot, as depicted by way of example on **Exhibit G-1** attached hereto and incorporated herein by reference and as demonstrated on **Exhibit G-2** attached hereto and incorporated herein by reference (the "Use Easement Area"). The fenced portion of a Burdened Lot which contains a Use Easement Area shall be referred to herein as the "Inactive Side" of a Lot. When referring to the Inactive Side of a Lot, such Lot may also be referred to herein as the "Burdened Lot." The fenced portion of a Benefitted Lot which contains the patio for that Lot and which is contiguous with the Common Area and the Use Easement Area for the adjacent Burdened Lot shall be referred to herein as the "Active Side" of a Lot. When referring to the Active Side of a Lot, such Lot may also be referred to herein as the "Benefitted Lot." The Active Side of a Lot shall be deemed to be a Limited Common Area, reserved for the limited use of that Benefitted Lot.

(b) Use and Obligations within the Use Easements. The Use Easement shall be used for the purpose of permitting the Owners and Permittees (as hereinafter

defined) of the Benefitted Lot, and no other party, to utilize the Active Side of their Lot for general residential backyard uses, except as specifically restricted herein.

The Owners of the Benefitted Lot shall be obligated to maintain, keep in a clean condition and repair, periodically on a reasonable, "as needed" basis, the Active Side of their Lot, including the Use Easement Area, all in the same manner as set forth in the Declaration with respect to Limited Common Areas. The Owner of the Benefitted Lot shall ensure that the landscaping, drainage, and sprinkler systems within the Active Side of his Lot are maintained in such a fashion that the soil surrounding the foundations of the Single Family Residence constructed on the Owner's Lot and the Burdened Lot and any other Improvements thereon shall not become so impregnated with water that they cause expansion or shifting of the soils supporting the Improvements or other damage to the Improvements; and the Owner of the Benefitted Lot shall not impede the proper functioning of the drainage, landscaping or sprinkler system as originally installed on the Burdened Lot.

Except as otherwise permitted in writing by the Owner of the Burdened Lot and the Architectural Control Committee, the Owner of the Benefitted Lot shall not install any Improvements within the Use Easement Area on the Active Side of his Lot. No garbage, refuse, rubbish or cuttings, trash and refuse containers, shall be deposited or kept within any Use Easement Area, by either the Owner of the Benefitted Lot or Owner of the Burdened Lot. No tanks of any kind, either elevated or buried, shall be erected, placed or permitted upon any Use Easement Area, including but not limited to barbecue grill tanks; any barbecue grills shall be kept and utilized within the Benefitted Lot's own property line, and not within the Use Easement Area. The Owner of the Benefitted Lot shall not be permitted to construct, install, attach, or affix anything on or about the exterior of the Single Family Residence constructed upon the Burdened Lot. The Owner of the Benefitted Lot shall not be permitted to conduct any activities within the Active Side of his Lot that will or could cause any object to impact on or against the exterior of the Single Family Residence constructed upon the Burdened Lot (including, for example, playing sports on the Active Side of their Lot). Neither the Owner of the Benefitted Lot nor the Owner of the Burdened Lot shall, in whole or in part, change the landscaping adjacent to or upon the Use Easement Area by the addition or removal of any items thereon, including fences or gates, without the prior written approval of the Architectural Control Committee. Under no situation shall the Architectural Control Committee allow any Owner to change the landscaping in a manner that will negatively impact another Owner's Use Easement Area.

The Owner of the Burdened Lot shall only be permitted to enter the Inactive Side of his Lot for the limited purposes of (i) conducting reasonable inspections of the Inactive Side of his Lot, (ii) performing maintenance of the exterior of his Single Family Residence, and (iii) repairing and replacing the roof and siding of his Single

Family Residence. All non-emergency entries onto the Inactive Side of a Lot shall be at reasonable times and following reasonable notice to the Owners of the Benefitted Lot.

(c) Insurance. The Owner of the Burdened Lot, as the record owner of the Inactive Side of his Lot, shall maintain such property insurance on the Inactive Side of their Lot as the Owner determines to be advisable in his sole discretion. Such insurance will be for the sole and exclusive benefit of the Owner of the Burdened Lot. The Owner of the Benefitted Lot, as the beneficiary of the Use Easement Area on the Active Side of their Lot, shall be solely responsible for maintaining any and all insurance on the Use Easement Area within the Active Side of his Lot and any property kept therein, if any, as such Owner determines to be advisable in his sole discretion. No Owner of a Benefitted Lot, nor any Permittee thereof, shall be entitled to receive any proceeds from insurance which is maintained by the Owner of the Burdened Lot with respect to a Use Easement based solely upon the existence or use of the Use Easement.

(d) Taxes. The Owner of the Burdened Lot, as the record owner of the Use Easement Area within the Inactive Side of his Lot, shall be obligated to pay all real estate property taxes and assessments related to the Use Easement Area within the Inactive Side of his Lot.

(e) Damage to Easements. If the use of the Use Easement by the Owner of the Benefitted Lot, or his Permittee, results in any damage or destruction to the Use Easement Area, the Owner of the Benefitted Lot shall repair the damaged property to its original condition prior to such damage or destruction. All such repairs and replacements shall be made with materials at least of equal quality to that originally installed or used. If the Owner of the Benefitted Lot fails to repair any such damage as provided in this Declaration, the Owner of the Burdened Lot shall have the right to repair the same pursuant to Section 12.2 of the Declaration, and the Declarant or Committee shall have the right to repair the same pursuant to Section 6.4 of the Declaration. If the Owner of the Burdened Lot or the Declarant or Architectural Control Committee complete such repairs, the cost and expenses associated with such repair and replacement shall be paid to the repairing party by the Owner of the Benefitted Lot within thirty (30) days after his receipt of the bill for such cost and expenses. Failure to timely pay the same shall subject the Owner of the Benefitted Lot to a site assessment pursuant to the terms of this Declaration.

(f) Right to Enforce. This Section 2.9 may be enforced as set forth in the Declaration by each Owner and by Declarant or the Architectural Control Committee. Each Owner, by acquiring an interest in a Lot, shall automatically become vested with the rights provided under this Section 2.9 and burdened by the obligations contained herein. Violation of any condition, covenant, restriction or reservation

contained herein by an Owner, or any Permittee, shall give to the other Owner the rights described in the Declaration.

In addition to any other remedy provided in the Declaration, a violation of any condition, covenant, restriction or reservation contained in this Section 2.9 by any Owner, or such Owner's Permittee, shall give to the other Owner or the Declarant or the Architectural Control Committee the right to send thirty (30) days written notice to cure the violation of the violating Owner. Such thirty (30) day period shall be extended if the cure cannot reasonable be accomplished within the thirty (30) day period, and the Owner in violation of this Agreement, or such Owner's Permittee, has commenced within such thirty (30) day period reasonable efforts to cure such violation and diligently pursues the cure to completion. If the violation specified in such notice has not been cured within the proper time period from the date of said notice, the other Owner or the Declarant or Architectural Control Committee, as applicable, will have the right to remedy such violation pursuant to the terms of the Declaration or to bring suit in law or equity against the party or parties violating any such condition, covenant, restriction and/or reservation to enjoin them from so violating, to cause any such violation to be remedied and to recover damages resulting from such violation.

In any legal or equitable proceeding for the enforcement of this Section 2.9, or any provision hereof, whether it be an action for damage, declaratory relief, injunctive relief, or any other action, the prevailing party in such action shall recover from the nonprevailing party all of its costs incurred in such action and interest thereon at the rate of 18% per annum. Costs shall include court costs and reasonable attorneys' fees. All remedies provided in the Declaration or at law or in equity shall be cumulative and not exclusive.

(g) No Waiver. The failure of any Owner, the Declarant, or the Architectural Control Committee to enforce any of the conditions, covenants, restrictions or reservations contained in this Section 2.9 shall in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other conditions, covenants, restrictions or reservations contained herein.

(h) Indemnification. The Owner of the Benefitted Lot ("Indemnitor") shall defend, indemnify and save the Owner of the Burdened Lot ("Indemnatee") and its successors and assigns, from and against any liability to third parties for loss of life, personal injury, property damage or otherwise which arises in connection with Indemnitor's or its Permittees' usage of the Use Easement Area within the Active Side of his Lot, and all costs and expenses, including attorneys' fees, which Indemnatee may incur in connection with any such liabilities; provided, however, that the foregoing will not apply to any liabilities which are proximately caused by the gross negligence or willful misconduct of Indemnatee, its agents or Permittees. The

foregoing indemnity and obligation of Indemnitor will be binding upon Indemnitor and its successors and assigns.

(i) Amendments and Termination. The Use Easements created herein, and any provision hereof or any easement granted herein, may be amended or terminated upon the consent of **all of the Owners** of Lots within the Annexed Property, all mortgagees, the Board of Directors of the Association, and the Declarant; provided, however, that during such time as Declarant owns Lots within the Annexed Property, Declarant may amend or modify the Use Easements for those Lots, provided that any such amendment does not affect the Use Easements for any other Lots within the Annexed Property. No amendment, modification or termination will be effective until a written instrument setting forth the terms of such amendment, modification or termination has been duly executed, acknowledged and recorded in the Office of the Clerk and Recorder of El Paso County.

(j) Nature of Easements. The Use Easement and rights granted herein and the provisions hereof shall run with the Burdened Lot and the Benefitted Lot, shall be appurtenant to the Burdened Lot and the Benefitted Lot, shall be binding upon the Burdened Lot and the Benefitted Lot and all present and future Owners thereof and shall inure to the benefit of the Benefitted Lot and all present and future Owners thereof and shall burden the Burdened Lot.

(k) Term and Termination. The Use Easements shall continue in full force and effect in perpetuity, subject only to termination upon the written agreement in accordance with Section 2.9 (i). **The Use Easements shall survive the termination of the Declaration, and may only be terminated pursuant to Section 2.9 (i).**

(l) Public Dedication. Nothing contained in this Section 2.9 of the Declaration is intended to create a gift or dedication of any parcel of property referenced herein to the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement will be strictly limited to the purposes set forth herein.

(m) Severability. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

(n) Permittees. "Permittees" means and refers to any tenants, subtenants or occupants of the Owners and the Owners' respective invitees and guests.

(o) Governing Law. The Use Easements created herein and all the

provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

5. Expanded Covenant Provisions. As it applies to the Annexed Property, the Declaration is hereby amended to expand and restrict certain definitions and to add the following provisions:

A. The "Limited Common Areas" described in Section 1.4 of the Declaration shall be expanded to include that area within the Annexed Property depicted on **Exhibit D-1** attached hereto and incorporated herein by reference and shown by way of illustration by cross-hatching on **Exhibit D-2** attached hereto and incorporated herein by reference. In addition, Section 1.4 of the Declaration is hereby amended, solely with respect to the Annexed Property, as follows:

With respect to the Annexed Property, any items described in C.R.S. § 38-33.3-202 and any shutters, awnings, window boxes, parking spaces, driveways, doorsteps, balconies, decks, fenced areas, utility lines, porches, patios, entryways, stairs, or sidewalks leading solely to a Single Family Residence, whether located upon the Common Area or upon any Lot, may be assigned or allocated as a "**Limited Common Area**" by the Declarant for the exclusive use of the Owners of the Single Family Residences to which they are assigned, allocated or attached, and they shall be cleaned and kept in good condition and repair by such Owners, rather than by the Association as a common expense, as further described in Article V, Section 5.1 (a). All fenced areas are Limited Common Areas.

B. The "Maintenance Area" described in Section 1.11 of the Declaration shall be expanded to include that area within the Annexed Property shown by way of illustration by cross-hatching on **Exhibit B** attached hereto and incorporated herein by reference.

C. The following Section 1.19 (a) is hereby added to the Declaration:

Section 1.19 (a). "Single Family Residence" shall mean the detached single family residential dwelling Improvement constructed and located upon a Lot within the Annexed Property.

D. The following Section 1.19 (b) is hereby added to the Declaration:

Section 1.19 (b). All references to "Townhome" or "Townhomes" within the following Declaration provisions shall also mean and refer to Single Family Residence(s): Sections 1.4, 1.11, 2.5, 5.4, 6.2, 7.6, 7.7, 7.12, 7.13, 7.14, 7.15, 7.17, 7.20, 8.4, and 11.4. All references to Townhome or Townhomes within the following Declaration provisions shall not mean and refer to Single Family Residence(s): Section 5.5. All other provisions of the Declaration that contain references to Townhomes shall not mean and refer to Single Family Residence(s)

and, with respect to the Annexed Property, shall be interpreted as set forth in this Annexation Amendment.

E. The "Hydrozone Map" described in Section 1.20 of the Declaration shall be expanded to include that area within the Annexed Property depicted on **Exhibit F** attached hereto and incorporated herein by reference.

F. Due to the limitation in services to be provided to the Annexed Property as described in Sections 3 and 6 of this Annexation Amendment, the following paragraph is hereby added to the end of Section 4.3 of the Declaration:

Notwithstanding any of the foregoing provisions, the Annual Assessments for Lots within the Annexed Property shall specifically exclude charges or fees for any of the following (as more specifically set forth in Section 4.8 below): (i) Exterior maintenance of the structures on Lots within Phase 1, including any costs for maintenance services performed exclusively for Lots and improvements within Phase 1; (ii) Repair and replacement of roofs, siding, decks, patios, and other improvements on Lots within Phase 1; (iii) Costs of property insurance required under Section 8.1(a) of the Declaration for the Maintenance Areas and Townhomes and the Lots within Phase 1, together with all fixtures, structural portions, building service equipment and any appliances which are attached thereto; (iv) costs for the creation of reasonable contingency reserves for property insurance deductibles pursuant to part (iii) immediately above; (v) costs for the creation of adequate contingency reserves for exterior maintenance of the Townhomes and replacement of roofs, siding, decks, patios, and other Improvements on Lots within Phase 1; and (vi) legal and accounting fees incurred arising in connection with the above-listed expenses.

G. Section 4.4 of the Declaration is hereby deleted, solely with respect to the Annexed Property.

H. Due to the limitation in services to be provided to the Annexed Property as described in this Annexation Amendment, Section 5.1 (a) of the Declaration, solely with respect to the Annexed Property, is hereby amended as follows:

Association Maintenance. The Association or the Owners shall provide such maintenance and repair in a first class condition as follows:

(a) Snow removal, maintenance, repair and replacement of front Single Family Residence doorsteps, front entry stairs to Single Family Residences, front Single Family Residence entryways and front sidewalks, including those leading solely to a Single Family Residence, but expressly excluding from all of the maintenance and repair described above, the following:(i) glass

surfaces, (ii) exterior light bulbs, (iii) doors (except for the Association's repainting of the exterior surface of doors, if applicable), (iv) screens, (v) windows, (vi) shutters, (vii) awnings, (viii) window boxes, and (ix) the Active Side of the Owner's Lot, including the Use Easement Area, which shall be the Lot Owner's responsibility, except the Association shall be responsible for mowing, irrigation, repairs to irrigation system, fertilization and periodic replacement of mulch therein. For purposes of this Section 5.1, the "Active Side" of Lots 28, 45, and 47 shall be the fenced area connected with the patio on the respective Lot.

The Owner is responsible for all other aspects related to the Active Side of that Owner's Lot, including the Use Easement Area, including, but not limited to, replacement of plantings, turf, edging, rock, and weed removal. The Association shall be responsible for maintaining the fences.

Owner may not alter the appearance of the fence, except to add a light wire mesh on the inside to contain a pet. The wire installed by Owner must not be visible from a distance of sixty feet (60') or more. An Owner shall not paint or change the appearance of the exterior of his Single Family Residence without the prior written approval of the Board. The Owner shall paint or restain the exterior of their Single Family Residence as often as necessary to keep such exterior from having a weather-beaten or worn-down appearance. Each Owner is hereby obligated to maintain all decks, covered porches, covered entries and patios within his Lot (but excluding any decks, covered porches, covered entries and patios within the Inactive Side of his Lot), in a good and clean condition, which maintenance is hereby deemed to include sealing all floor surfaces thereof in a manner approved by the Association and removing snow and debris therefrom. The Owner will also be obligated to paint and repair the exterior facing surfaces of the Single Family Residence and decks, covered porches, covered entries, and balconies and will replace the decks, covered porches, covered entries, balconies, and porches when, and if, the Association determines that replacement thereof is needed for the aesthetic character of the Project as a whole or for the safety of the Owners.

The Association's maintenance obligations within the Annexed Property shall specifically exclude any obligation to paint, repair, replace, maintain and care for roofs, gutters, downspouts, exterior building surfaces, fences, patios, decks, and balconies of the Single Family Residences.

I. Section 5.5 of the Declaration, "Party Walls," is hereby deleted solely with respect to the Annexed Property.

J. The first sentence of Section 7.5 of the Declaration is hereby deleted solely with respect to the Annexed Property and replaced with the following:

Section 7.5 Structures. All buildings or structures erected upon the Annexed Property shall be of new construction and no buildings or structures shall be moved from other locations onto the Annexed Property, and no subsequent buildings or structures other than Single Family Residences, shall be constructed.

K. The final three sentences of Section 7.13 of the Declaration are hereby deleted solely with respect to the Annexed Property and replaced with the following:

Except as provided above, no parking shall be permitted in front of garages or alley ways within the Annexed Property.

L. Section 8.1 (a) of the Declaration is hereby amended as follows solely with respect to the Annexed Property:

Section 8.1 (a) Insurance. With respect to the Annexed Property, the Association shall not maintain insurance on the Maintenance Area or on the Single Family Residences or Lots within the Annexed Property, and shall not maintain insurance on the fixtures, structural portions, building service equipment or any appliances which are attached thereto. Each Lot Owner within the Annexed Property shall be responsible for maintaining sufficient property insurance with respect to his Lot and his Single Family Residence.

M. Section 8.2 of the Declaration is hereby amended as follows with respect to the Annexed Property:

Section 8.2 Annual Review. The required Board of Directors review under Section 8.2 of the Declaration shall expressly **exclude** an estimate of the full replacement value of all improvements on each Lot within the Annexed Property, and shall only include the replacement value of those improvements within the Annexed Property required to be insured by the Association.

N. Section 9.1 of the Declaration is hereby amended as follows with respect to the Annexed Property:

Section 9.1 Attorney-in-Fact. The provisions of Section 9.1 of the Declaration shall apply to the Owners of Lots within the Annexed Property only to the extent of the insurance required to be carried on the Common Areas and Association improvements within the Annexed Property.

O. Section 9.3 of the Declaration is hereby deleted with respect to the Annexed Property.

Any vote required or permitted thereunder shall be conducted by the Owners of Lots within Phase 1.

P. Sections 9.4 through 9.7 of the Declaration shall only apply to the Annexed Property, and the Owners within the Annexed Property shall only have voting rights thereunder, in connection with property owned by the Association, and not in connection with the Townhomes on Lots within Phase 1.

6. The following provisions are hereby added to the Declaration to clarify that, due to the fact that the Association is not responsible for maintenance and repair of the exterior surfaces of the Single Family Residences and is not obligated to maintain property insurance on the Single Family Residences (as specifically set forth below), the per Lot annual assessments for Phase 1 and the Annexed Property will not be equal. The differences in the Association's expenses with respect to the Townhomes in Phase 1 and the Single Family Residences in the Annexed Property will result in different annual assessments for Owners within Phase 1 and the Annexed Property. The provisions of this Annexation Amendment do not increase or amend the annual assessments as they are applied to Phase 1; any budgeting differences between the Annexation Amendment and the Declaration are merely to reflect that certain Association expenses only benefit Owners within Phase 1 and, pursuant to the terms of the Act, are appropriately assessed exclusively against the benefitted Lots.

From and after the date of this Annexation Amendment, the Board of Directors of the Association shall set the annual assessments pursuant to the following:

Section 4.8. Assessment Procedure.

(a) Budget for Annual Assessments. In accordance with C.R.S. § 38-33.3-315(b), no later than thirty (30) days before the beginning of each annual assessment period, the Board of Directors of the Association shall set a "Phase 1 Annual Assessment" and a "Project Annual Assessment" based upon an advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during the following assessment year. The Phase 1 Annual Assessment budget shall include the full amount of those Association expenses exclusively benefitting the Lots in Phase 1, including the following expenses: (i) Exterior maintenance of the structures on Lots within Phase 1, including any costs for maintenance services performed exclusively for Lots and improvements within Phase 1; (ii) Repair and replacement of roofs, siding, decks, patios, and other improvements on Lots within Phase 1; and (iii) Costs of property insurance required under Section 8.1(a) of the Declaration for the Maintenance Areas and Townhomes and the Lots within Phase 1, together with all fixtures, structural portions, building service equipment and any appliances which are attached thereto; (iv) costs for the creation of reasonable contingency reserves for property insurance deductibles pursuant to part (iii) immediately above; (v) costs for the creation of adequate contingency reserves for exterior maintenance of the Townhomes and replacement

of roofs, siding, decks, patios, and other improvements on Lots within Phase 1; and (vi) legal and accounting fees incurred arising in connection with the above-listed expenses. The Project Annual Assessment budget shall include those common expenses that benefit all of the Lots within the Project, and shall include but not be limited to those costs and expenses listed in Section 4.3 of the Declaration **that are not otherwise included in the Phase 1 Annual Assessment**. The annual budget for the Phase 1 Annual Assessment shall be adopted by the Phase 1 Owners based upon their Phase 1 Interest per the terms of **Exhibit C** and pursuant to C.R.S. § 38-33.3-303(4). The annual budget for the Project Annual Assessment shall be adopted by the Owners pursuant to C.R.S. § 38-33.3-303(4). The Lots within Phase 1 shall each pay an equal share of the Phase 1 Annual Assessment. Each Lot owner within the Property shall pay an equal portion of the Project Annual Assessment, subject to the terms set forth below. Any surplus funds of the Association remaining after the payment of or provision for Common Expenses and any prepayment of or provision of reserves shall be applied as the Board, in its sole discretion, determines appropriate, which is not required to credit or pay such surplus funds to the Owners; provided, however, that the Board shall maintain separate accounting for the Phase 1 Annual Assessments and Project Annual Assessments with respect to provision for reserves and any credits or surplus to any Owners. The Phase 1 Annual Assessment and Project Annual Assessment shall be payable in quarterly installments, unless the Board otherwise directs, based on a calendar year, and paid in advance on the first (1st) day of the quarter. The initial installment payment by Owner shall be prorated by the term remaining in the quarter. The Association shall cause to be prepared, delivered or mailed to each Owner, at least thirty (30) days in advance of each annual assessment period, a payment statement setting forth the Project Annual Assessment and the Phase 1 Annual Assessment (for Lots within Phase 1). Notwithstanding any contrary provision of this Declaration, the Articles of Incorporation or the Bylaws, the annual and special assessments hereunder shall not commence upon any Lot, whether owned by the Declarant or any other Owner, unless and until a Certificate of Occupancy is issued by the Regional Building Department for a residential dwelling unit on that Lot, but upon such issuance of a Certificate of Occupancy for the residential dwelling unit, the Lot and its Owner shall be liable to pay full assessments as provided in this Declaration, provided further that unless and until full assessments have commenced as provided above, the Lot and its Owner shall not be entitled to receive services from the Association.

7. Effect. 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 Declarant has hereunto set its hand and seal as of the date first above written.

DECLARANT:

Trail Ridge Development, LLC,
a Colorado limited liability company

By: John B Wiepking
Its: Manager

OWNER:

Wiepking Real Estate Investments, LLC,
a Colorado limited liability company

By: John B Wiepking
Its: Manager

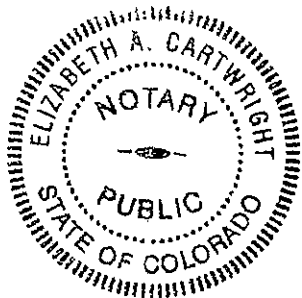
STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

This document was acknowledged before me on 7TH DAY APRIL, 2004 by JOHN B. WIEPKING as MANAGER of Trail Ridge Development, LLC, a Colorado limited liability company.

Witness my hand and official seal. My Commission Expires 06-13-05

My commission expires: _____

[SEAL]



Elizabeth A. Cartwright
Notary Public

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

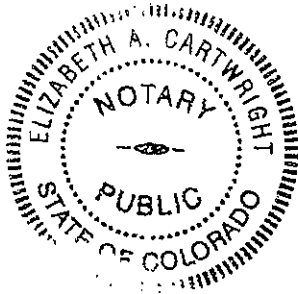
This document was acknowledged before me on 17TH DAY APRIL, 2004 by
SOAN B. WIEPKING as MANAGER of Wiepking Real Estate Investments, LLC, a Colorado limited liability company. PK
JBW

Witness my hand and official seal.

My commission expires:

My Commission Expires 06-13-05

[SEAL]



Elizabeth A. Cartwright
Notary Public

**EXHIBIT A
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
THE VILLAGE AT MONUMENT**

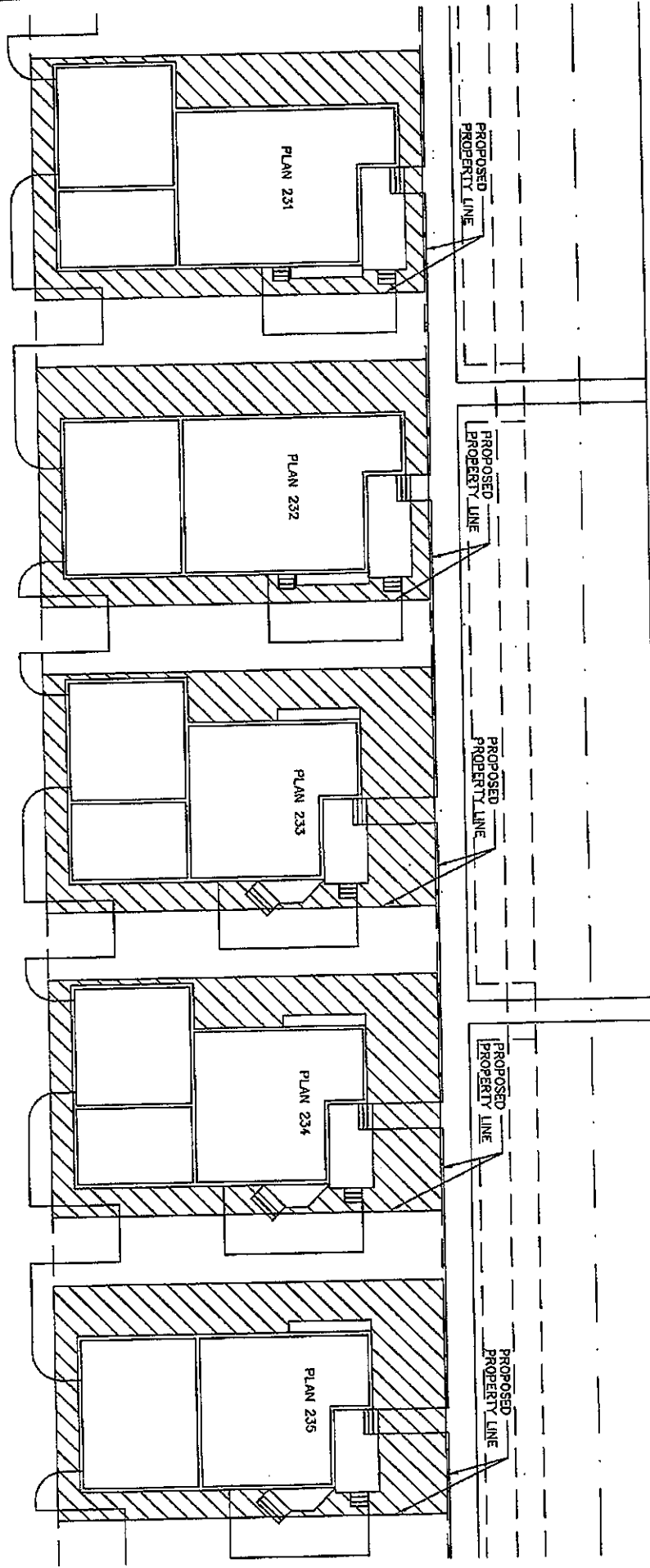
Intentionally Reserved

**EXHIBIT B
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
THE VILLAGE AT MONUMENT**

Maintenance Area—Annexed Property

Village at Monument
Final PD Site Plan - Phase II
and Revised Preliminary PD Plan

EXHIBIT B
MAINTENANCE AREA
CROSS HATCHED



**EXHIBIT C
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
THE VILLAGE AT MONUMENT**

Owner's Proportionate Share

All of the following Lots located within Village at Monument, El Paso County, State of Colorado.

<u>Lots</u>	<u>Proportionate Interest</u>	<u>Phase 1 Interest</u>
4 through 27	1/44th	1/24th
28 through 47	1/44th	---

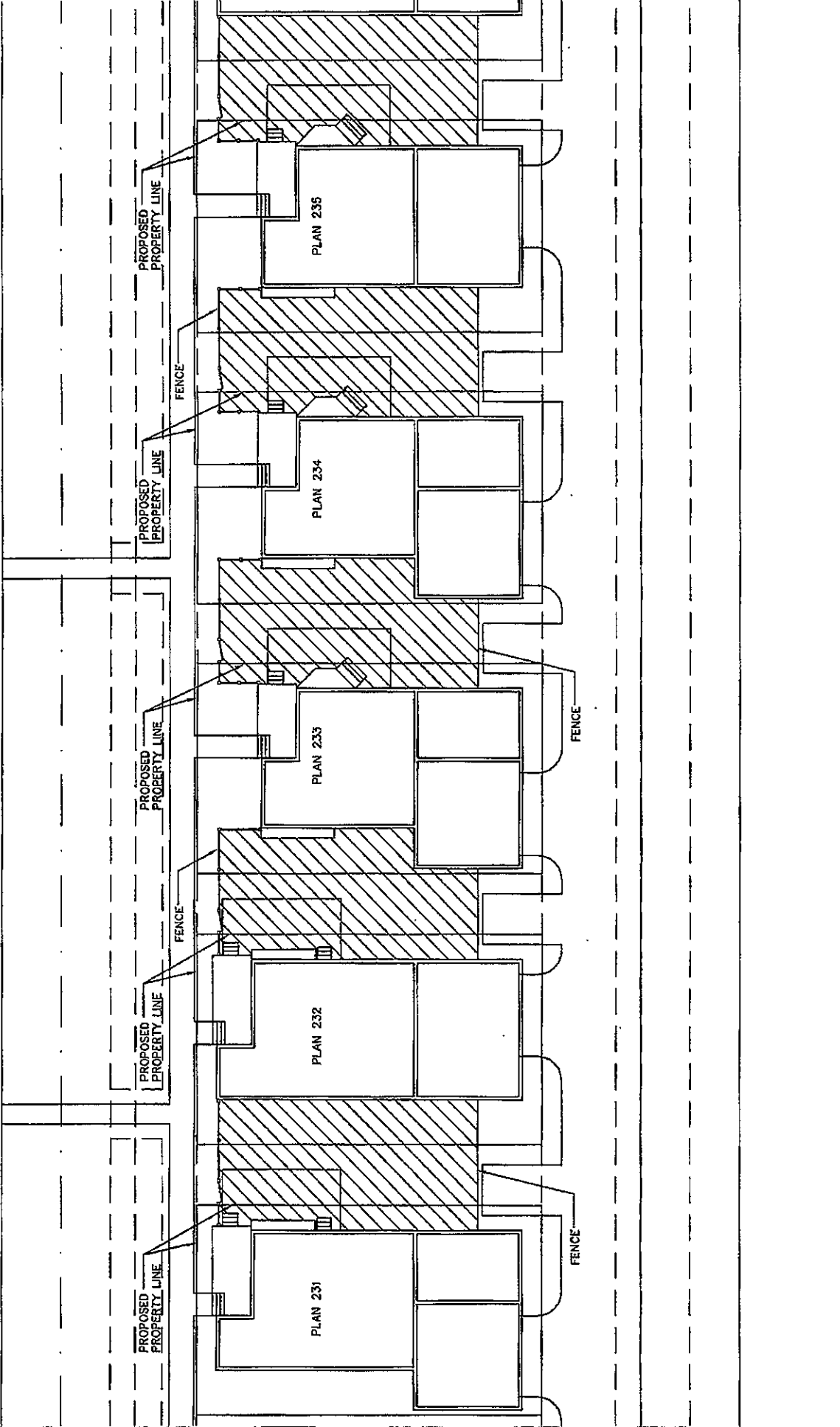
**EXHIBIT D
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
THE VILLAGE AT MONUMENT**

Limited Common Area—Annexed Property

**** EXHIBIT D IS NOT INTENDED TO AND DOES NOT DEPICT LOCATION OR APPEARANCE OF SINGLE FAMILY RESIDENCES ON THE INDIVIDUAL LOTS.**

Village at Monument
Final PD Site Plan - Phase II
and Revised Preliminary PD Plan

EXHIBIT D - 2
LIMITED COMMON AREA
CROSS HATCHED



**EXHIBIT E
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
THE VILLAGE AT MONUMENT**

Intentionally Reserved

**EXHIBIT F
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
THE VILLAGE AT MONUMENT**

Hydrozone Map—Annexed Property

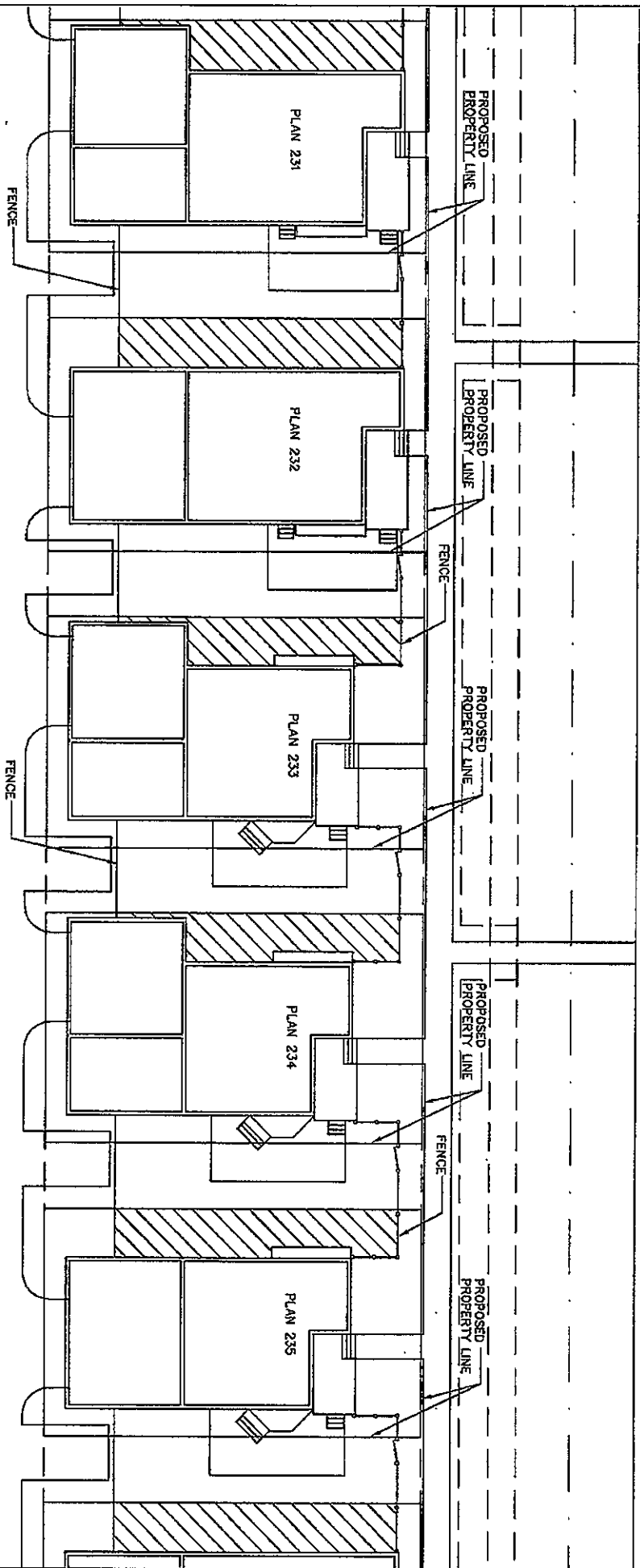
**** EXHIBIT F IS NOT INTENDED TO AND DOES NOT DEPICT LOCATION OR
APPEARANCE OF SINGLE FAMILY RESIDENCES ON THE INDIVIDUAL LOTS.**

**EXHIBIT G
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
THE VILLAGE AT MONUMENT**

Use Easements—Annexed Property

Village at Monument
Final PD Site Plan - Phase II
and Revised Preliminary PD Plan

EXHIBIT G -1
USE EASEMENT
CROSS HATCHED



Village at Monument
 Final PD Site Plan - Phase II
 and Revised Preliminary PD Plan

EXHIBIT C - 2
 USE EASEMENT
 CROSS HATCHED

