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TERMINATION
OF
DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS
AFFECTING THE REAL PROPERTY Known as
Lots 33, 34, 35, 36, 37, 38 39, 40, 41, 42, Broadmoor Filing No. 2
and
The Boulders Broadmoor Filing No. 5

AND

ANNEXATION AMENDMENT
TO THE BOULDERS BROADMOOR FILING NO. 1
AND
THE BOULDERS BROADMOOR FILING NO. 1-A

This Termination of Declaration of Conditions, Covenants, Restrictions, Easements Affecting the Real Property Known as Lots 33, 34, 35, 36, 37, 38 39, 40, 41, 42, Broadmoor Filing No. 2 and The Boulders Broadmoor Filing No. 5 and Annexation Amendment to The Boulders Broadmoor Filing No. 1 and The Boulders Broadmoor Filing No. 1-A, dated as of May 19, 2000 (the "Agreement"), is executed by at least 3/4 of the owners of Lots 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, Broadmoor Filing No. 2 and The Boulders Broadmoor Filing No. 5, all in El Paso County, Colorado (the "Annexation Lots").

In addition, this Agreement is executed by The Spires Broadmoor, formerly known as The Boulders Broadmoor ("The Spires") with respect to the annexation provisions contained in Article 2 of this Agreement.

Recitals

A. WHEREAS, the Annexation Lots are currently subject to that certain Declaration of Conditions, Covenants, Restrictions and Easements Affecting the Real Property known as Lots 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 The Boulders Broadmoor Filing No. 2 and The Boulders Broadmoor Filing No. 5 (the "Terminated Covenants");

B. WHEREAS, the Annexation Lots are located adjacent to that certain real property which is subject to that certain Declaration of Conditions, Covenants, Restrictions and Easements Affecting the Real Property known as The Boulders Broadmoor Filing No. 1 and The Boulders Broadmoor Filing No. 1-A (the "Spires Covenants").

C. WHEREAS, pursuant to Section 510 of the Terminated Covenants, the owners of at least three-quarters of the Annexation Lots desire to terminate the Terminated Covenants.

D. WHEREAS, the owners of at least three-quarters of the Annexation Lots desire to subject the Annexation Lots to the terms and conditions of the Spires Covenants, including without limitation, the terms of Sections 110, 111 (including Appendix A), 112, 113, and 114, all of which contain identical provisions to those which were included within the respective sections of the Terminated Covenants.

WHEREAS, The Spires, pursuant to Section 511 of the Spires Covenants, desires to include the Annexation Lots within the Spire Covenants.

AGREEMENT

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the owners of at least three-quarters of the Annexation Lots agree as follows:

TERMINATION

The owners of at least three-quarter of the Annexation Lots hereby terminate the Terminated Covenants in its entirety as of the date hereof. As a result, the Terminated Covenants are of no longer of any force or effect with respect to any of the Annexation Lots as of the date hereof.

ANNEXATION

As part of the termination of the Terminated Covenants and simultaneously with the termination thereof, The Spires, pursuant to the terms of Section 511 of the Spires Covenants hereby agrees as follows. All capitalized terms used herein without specific definition shall have the meaning set forth in the Spires Covenants.

1. Annexation. Pursuant to Section 511 of the Spires Covenants, The Spires, as the Declarant under the Spires Covenants and as the owner of all of the real property which is currently subject to the Spires Covenants; hereby declares as follows:

The Annexation Lots are each hereby made subject to and shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated and conveyed subject to the easements, restrictions, covenants, provisions and conditions of the Spires Covenants, as the same may hereafter be amended, and all of which shall run with the land and be binding upon all parties having any right, title or interest in the Annexation Lots or any part thereof, their heirs, successor and assigns, and which shall inure to the benefit of each such Owner thereof. The Spires, as the Declarant under the Spires Covenants, hereby further declares that the definitions, easements, restrictions, covenants, provisions and conditions of the Spires Covenants, as the same has been amended, shall apply equally and alike to all Owners of Lots (as such terms are defined in the Spires Covenants), whether located in the Annexation Lots or the real property originally submitted by the Declaration. For example, "Property," as that term is defined in Section 501 of the Spires Covenants, shall hereafter include the

Annexation Lots annexed into the Spires Covenants pursuant to the terms of this Agreement, as well as the Property originally encumbered by the Declaration.

2. Section 112. Easement. Section 112 of the Spires Covenants is hereby amended to expand the description of the lots which contain a Maintenance Area as follows:

"Section 112. There is hereby reserved to the Association, a perpetual easement in, over, under, and across those portions of each Lot, upon which a Maintenance Area is located, which easements shall be for purposes of maintaining and repairing the applicable Maintenance Area. The Owners of Lots 1 through 10, inclusive, all in The Boulders Broadmoor Filing No. 5 and Lots 33 through 43, inclusive, and Lot 78 in The Boulders Broadmoor Filing No. 2, each hereby acknowledge that a Maintenance Area exists within their respective Lots and that the Association has been granted an easement to repair and maintain the Maintenance Area located thereon pursuant to the terms of this Section 112."

3. Section 114. Sign Easements. Section 114 of the Spires Covenants is hereby amended to expand the description of the lots which are subject to the perpetual sign and landscape easement described therein. As such, Section 114 is hereby amended by adding a reference to Lot 34, The Boulders Broadmoor Filing No. 5 to the first sentence of Section 114.

4. Section 120 Height. Section 120 of the Spires Covenants is hereby amended as follows:

"Section 120. Except as provided below in this Section 120, no dwelling or other Structure shall be erected which is greater than 35 feet in height. With respect to the following listed lots, no dwelling or other Structure shall be erected which is greater than 30 feet in height:

Lots 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, Broadmoor Filing No. 2 and The Boulders Broadmoor Filing No. 5, all in El Paso County, Colorado.

Height shall be measured in the manner established from time to time by the City of Colorado Springs for measuring heights of residential improvements.

5. Article V. Definitions. The definitions of "*Maintenance Area*" and "*Subdivision*" or "*Property*" contained within Article V of the Spires Covenants are hereby amended to reflect the annexation of the Annexation Lots into the Spires Covenants as provided in this Agreement.

6. Effect. The Annexation provisions contained in this Agreement shall be effective upon the execution and recording hereof and the terms and conditions hereof shall be binding upon the current Owners of the Annexation Lots and all subsequent Owners thereof.

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

Owners of at least three-quarters (3/4) of the Annexed Lots.

RW Associates, LLC,
a Colorado limited liability company

By: [Signature]
Its: Manager

[SEE ADDITIONAL SIGNATURES ATTACHED]

L'Auberge Communities, Inc., a California
corporation dba The Spires Broadmoor,
formerly known as The Boulders Broadmoor

By: [Signature]
Its: General Manager

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

The foregoing instrument was acknowledged before me this 14 day of June,
2000, by Earl C. Robertson as Manager of RW Associates, LLC, a
Colorado limited liability company.

Witness my hand and official seal.

My Commission Expires: 10/20/2001

(SEAL)



Karen L. Harvey
Notary Public

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J. Patrick Kelly El Paso Cty, CO

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STATE OF COLORADO)

) ss.

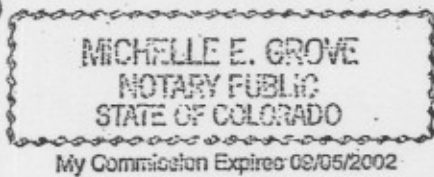
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 24th day of May, 2000, by C. Lewis Christensen as General Manager of L'Auberge Communities, Inc., a California corporation dba The Spires Broadmoor, fka The Boulders Broadmoor.

Witness my hand and official seal.

My Commission Expires: 9/5/2002

(SEAL)



Michelle E. Grove
Notary Public

[Handwritten signature]

Russell V. Acuff
President, Acuff Homes, Inc.

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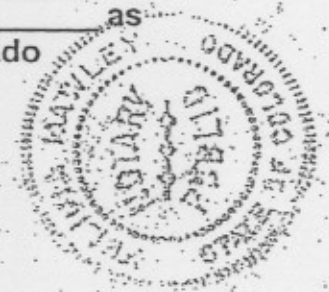
STATE OF COLORADO)
)ss.
COUNTY OF EL PASO)

The forgoing instrument was acknowledged before me this 28th
day of July, 2000 by RUSSELL V. ACUFF as
PRESIDENT of Acuff Homes, Inc. a Colorado
Corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

[Handwritten signature: Felicia Hawley]
NOTARY PUBLIC

My Commission Expires 02-06-02





ANNEXATION AMENDMENT
TO
DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS,
EASEMENTS AFFECTING THE REAL PROPERTY KNOWN AS
THE BOULDERS BROADMOOR FILING NO. 2
(Lot 78)

This Annexation Amendment to Declaration of Covenants, Conditions, Restrictions, Easements Affecting the Real Property Known as The Boulders Broadmoor Filing No. 2 (the "Agreement") is executed as of March 12, 2001, by The Spires Broadmoor, formerly known as The Boulders Broadmoor ("The Spires"), and by Candy W. Robertson and Beverly White, the owners of Lot 78, the Boulders Broadmoor Filing No. 2, El Paso County, Colorado. (Candy W. Robertson and Beverly White are referred to hereinafter as the "Annexed Lot Owners", and Lot 78, the Boulders Broadmoor Filing No. 2 is hereinafter referred to as the "Annexed Lot").

WHEREAS, the Annexed Lot is located adjacent to that certain real property which is subject to that certain Declaration of Conditions, Covenants, Restrictions and Easements Affecting the Real Property known as The Broadmoor Filing No. 1 and The Boulders Broadmoor Filing No. 1-A, as amended (the "Spires Covenants") and is not presently subject to the Spires Covenants; and

WHEREAS, a Termination of Declaration of Conditions, Covenants, Restrictions, Easements Affecting the Real Property Known as Lots 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, Broadmoor Filing No. 2 and The Boulders Broadmoor Filing No. 5 and Annexation Amendment to The Boulders Broadmoor Filing No. 1 and The Boulders Broadmoor Filing No. 1-A, was recorded in the real property records of El Paso County, Colorado on August 21, 2000, at Reception 200009915 (the "Annexation Amendment"); and

WHEREAS, the Annexed Lot was inadvertently omitted from the Annexation Amendment; and

WHEREAS, The Spires and the Annexed Lot Owners desire to subject the Annexed Lot to the terms and conditions of the Spires Covenants, including without limitation, the terms of Sections 110, 111 (including Appendix A), 112, 113, and 114;

NOW THEREFORE, pursuant to Section 511 of the Spires Covenants, The Spires and the Annexed Lot Owners hereby declares as follows:



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ANNEXATION

All capitalized terms used herein without specific definition shall have the meaning set forth in the Spires Covenants.

1. Annexation. The Annexed Lot is hereby made subject to and shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated and conveyed subject to the easements, restrictions, covenants, provisions and conditions of the Spires Covenants, as the same may hereafter be amended, and all of which shall run with the land and be binding upon the Annexed Lot Owners, and all parties having any right, title or interest in the Annexed Lot or any part thereof, their heirs, successor and assigns, and which shall inure to the benefit of each such Owner thereof.

2. Easements and Restrictions. The Spires and the Annexed Lot Owners do each hereby acknowledge and agree that the Annexed Lot is made subject to those specific easements and height restrictions as set forth in the Annexation Amendment, and any and all other amendments to The Spires Covenants, as the same may be hereafter further amended.

3. Effect. The annexation provisions contained in this Agreement and the Annexation Amendment shall be effective upon the execution and recording hereof and the terms and conditions hereof shall be binding upon the Annexed Lot Owners and all subsequent Owners thereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

L'Auberge Communities, Inc., a California corporation dba The Spires Broadmoor, formerly known as The Boulders Broadmoor

By:

Its:

ANNEXED LOT OWNERS:

Candy W. Robertson
Candy W. Robertson

Beverly White
Beverly White

STATE OF COLORADO)
)
 COUNTY OF EL PASO)

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The foregoing instrument was acknowledged before me this 23rd day of March, 2001, by Michelle Clark-Reiland as Exec Vice President of L'Auberge Communities, Inc., a California corporation dba The Spires Broadmoor, formerly known as The Boulders Broadmoor.



Witness my hand and official seal.

My Commission Expires: 10/20/2001

Karen L. Harvey
 Notary Public

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

The foregoing instrument was acknowledged before me this 23rd day of March, 2001, by Candy W. Robertson.



Witness my hand and official seal.

My Commission Expires: 10/20/2001

Karen L. Harvey
 Notary Public

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

The foregoing instrument was acknowledged before me this 23rd day of March, 2001, by Beverly White.



Witness my hand and official seal.

My Commission Expires: 10/20/2001

Karen L. Harvey
 Notary Public

ANNEXATION AMENDMENT EXPANDING
THE BOULDERS BROADMOOR FILING NO. 1
AND
THE BOULDERS BROADMOOR FILING NO. 1-A COVENANTS
(Stonecliff Filings No. 6 and 6A)

This Annexation Amendment Expanding The Boulders Broadmoor Filing No. 1 and The Boulders Broadmoor Filing No. 1-A Covenants (Stonecliff Filings No. 6 and 6A), dated effective as of December 19, 2001 (the "Amendment"), is executed by Masterplanned Land Venture, a Massachusetts Limited Partnership, d/b/a The Spires Broadmoor ("Declarant") and is consented to by Acuff Homes, Inc., a Colorado corporation ("Acuff").

Recitals

A. WHEREAS, the Declarant is the owner of all of that certain real property known as Stonecliff Filing No. 6 (the "Filing No. 6"), the plat of which was recorded at Reception No. 201065191 of the real property records of El Paso County, Colorado on May 17, 2001 (the "Stonecliff Plat 6"), and Acuff is the owner of all that certain real property known as Stonecliff Filing No. 6A ("Filing No. 6A"), the plat of which was recorded at Reception No. 201069634 of the real property records of El Paso County, Colorado, on May 25, 2001 (the "Stonecliff Plat 6A"). Filing No. 6 and Filing No. 6A shall be referred to as the "Annexed Property." The Stonecliff Plat 6 and the Stonecliff Plat 6A shall be referred to as the "Stonecliff Plats."

B. Declarant is the Declarant named in that certain Declaration of Conditions, Covenants, Restrictions and Easements Affecting the Real Property known as The Boulders Broadmoor Filing No. 1 and The Boulders Broadmoor Filing No. 1-A, as amended by the following amendments (collectively, the "Covenants"):

November 3, 1997	Reception No. 97128592
August 13, 1998	Reception No. 98115342
January 26, 1999	Reception No. 099012810
May 14, 1999	Reception No. 099077067
November 2, 1999	Reception No. 099168618
August 21, 2000	Reception No. 200099151
March 27, 2001	Reception No. 201036336
April 2, 2001	Reception No. 201039350
May 7, 2001	Reception No. 201058819

C. The Declarant desires to amend the Declaration to annex Filing No. 6 into the Declaration and to amend the Declaration to properly address the Lots within Filing No. 6 and Filing No. 6A and Acuff, as an owner of Filing No. 6A, desires to annex Filing No. 6A into the Declaration.

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D. The Declarant and Acuff desire to subject the Annexed Property to all of the terms and conditions of the Covenants.

E. All capitalized terms used in this Amendment without specific definition shall have the meaning set forth in the Covenants.

AMENDMENT

Now therefore, pursuant to Section 511 of the Covenants, Declarant, as the Declarant under the Covenants and with the consent of Acuff, hereby declares as follows:

1. Annexation. 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 easements, restrictions, covenants, provisions and conditions of the Covenants, as the same may hereafter be amended, 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 Covenants, hereby further declares that the definitions, easements, restrictions, covenants, provisions and conditions of the Covenants, as the same has been amended, shall apply equally and alike to all Owners of Lots (as such terms are defined in the Covenants), whether located in the Annexed Property or the real property previously submitted by the Covenants. For example, "Property," as that term is defined in Section 501 of the Covenants, shall hereafter include the Annexed Property annexed into the Covenants pursuant to the terms of this Amendment, as well as the Property originally encumbered by the Covenants.

2. Section 112. Easement. Section 112 of the Covenants is hereby amended to expand the description of the Lots which contain a Maintenance Area as follows:

"Section 112. There is hereby reserved to the Association, a perpetual easement in, over, under, and across those portions of each Lot upon which a Maintenance Area is located, which easements shall be for purposes of maintaining and repairing the applicable Maintenance Area. The Owners hereby acknowledge that Tract A, Tract B and Tract C, Stonecliff Filing No. 6 each contain Maintenance Areas as depicted on the Stonecliff Plat 6."

3. Section 114. Sign Easements. Section 114 of the Covenants is hereby amended to expand the description of the Lots which are subject to the perpetual sign and landscape easement described therein. As such, Section 114 is hereby amended by adding a reference to Lot 66, Stonecliff Filing No. 6 to the first sentence of Section 114.

4. Section 114A. Access Restriction. The Covenants are hereby amended by adding the following access restriction for Lot 20, Stonecliff Filing No. 6 ("Lot 20"). Notwithstanding any other provision contained in the Covenants, ingress and egress to and from Lot 20 must occur through the ingress and egress easement which is located within Lot 19, Stonecliff Filing No. 6, as shown on the

Stonecliff Plat 6, Declarant hereby acknowledges that it is the current owner of Lot 19, Stonecliff Filing No. 6. Maintenance of the ingress and egress easement within Lot 19, as shown on the Stonecliff Plat 6 (the "Lot 19 Access Easement"), will occur in the manner set forth in Appendix 1 to the Covenants, except that the Declarant will not be responsible for constructing the easement improvements within the Lot 19 Access Easement. The construction of the Lot 19 Access Easement improvements will be the responsibility of the Owners of Lot 20 and Lot 19 on an equal basis if the Lot 19 Access Easement is utilized by Lot 19 for access purposes, otherwise, the Owner of Lot 20 will be solely responsible for constructing all of the Lot 19 Access Easement improvements. The Lot 19 or the Lot 20 Owner who constructs the Lot 19 Access Easement shall be reimbursed for one half of the actual costs incurred in constructing the Lot 19 Access Easement by the Lot 19 Owner or Lot 20 Owner who subsequently elects to use the Lot 19 Access Easement. Such reimbursement will be made by the Lot 19 Owner or the Lot 20 Owner, as applicable, who elects to use the Lot 19 Access Easement on or before 60 days following the receipt of a certificate of occupancy from Regional Building for a residence constructed upon Lot 19 or Lot 20, as applicable. If such reimbursement is not made in the timely manner, the Lot 19 or Lot 20 Owner who constructed the Lot 19 Access Easement improvements shall have the rights and remedies set forth in Appendix 1 to the Covenants.

5. Section 129. Fencing. Section 129 is hereby amended by adding language to Section 129 as follows: Underground electronic fencing with the prior written approval of the Approving Authority. The location of all permitted fencing, including underground electronic fencing will require the prior written approval of the Approving Authority. No fencing will be permitted within the AT&T Easement recorded at Book 5522 at Page 848 and Book 2055 at Page 56 of the real property records of El Paso County, Colorado and as depicted on the development plan for Stonecliff Filing No. 6.

6. Section 303. Purpose. Section 303 of the Covenants is hereby expanded to include the Association's maintenance of private drainage ways, underdrain systems, detention ponds and drainage easements, including without limitation, the drainage easements located within the Property as well as offsite, including within the United States Norad Easement recorded in Book 1939 at Page 516 of the real property records of El Paso County, Colorado (the "Norad Easement"), or such other areas as indicated on the recorded plats for the Property as areas to be maintained by the Association.

7. Article V. Definitions. The definitions of "Maintenance Area" and "Subdivision" or "Property" contained within Article V of the Covenants are hereby amended to reflect the annexation of the Annexed Property into the Covenants as provided in this Amendment. Maintenance Area is further expanded to include private drainage ways, underdrain systems, detention ponds and drainage easements, including without limitation, the drainage easements located within the Property as well as offsite, including within the Norad Easement, and such other areas as denoted on the recorded plats for the Property as areas to be maintained by the Association.

8. Appendix 1. Flag Lot Easements. Appendix 1 of the Covenants which is referenced in Section 111 and elsewhere in the Covenants) is hereby amended to expand the description of the lots which are burdened by flag lot easements and those lots which are entitled to use certain flag lot easements as follows:

Easement / Flag Lots

Lot 15, Stonecliff Filing No. 6
Lot 21, Stonecliff Filing No. 6
Lot 74, Stonecliff Filing No. 6
Tract F, Stonecliff Filing No. 6
Tract E, Stonecliff Filing No. 6
Lot 54, Stonecliff Filing No. 6

Benefitted Lots

Lots 14 & 16, Stonecliff Filing No. 6
Lot 22, Stonecliff Filing No. 6
Lots 72, 73, 75, 76, 77, Stonecliff Filing No. 6
Lots 60, 61, Stonecliff Filing No. 6
Lots 49, 50, Stonecliff Filing No. 6
Lot 53 and future lots to the south of Lots 53 & 54,
Stonecliff Filing No. 6

Appendix 1 of the Covenants is further amended to expand the description of the Lots which are burdened by flag lot easements and those Lots which are entitled to use certain flag lot easements as follows (the "Filing 6A Flag Lots"):

Easement / Flag Lots

Lot 3, Stonecliff Filing No. 6A
Lot 12, Stonecliff Filing No. 6A

Benefitted Lots

Lots 2, 4, and 5, Stonecliff Filing No. 6A
Lots 10, 11 and 13, Stonecliff Filing No. 6A

Notwithstanding the provisions of Section (c) of Appendix 1 of the Covenants, Acuff shall be solely responsible for constructing, at its sole cost and expense, the Easement Improvements (defined in Appendix 1 (d) within the Filing 6A Flag Lots.

9. Effect. The provisions contained in this Amendment shall be effective upon the execution and recording hereof and the terms and conditions hereof shall be binding upon the current Owners of the Property, including the Annexed Property, and all subsequent Owners thereof.

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

Masterplanned Land Venture,
a Massachusetts limited partnership
d/b/a The Spires Broadmoor

By:
Its:

Michelle J. Gironi
Executive Vice-President

CONSENT

Acuff Homes, Inc., a Colorado corporation, hereby consents to the foregoing Annexation Amendment Expanding The Boulders Broadmoor Filing No. 1-A Covenants (Stonecliff Filings No. 6 and 6A), dated as of 12/19/01, 2001.

Acuff Homes, Inc.
a Colorado corporation

By: 

Russ Acuff, President

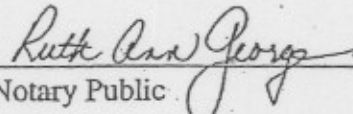
STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 19th day of December, 2001, by Russ Acuff, as President of Acuff Homes, Inc., a Colorado corporation.

Witness my hand and official seal.

My Commission Expires: 11/8/02




Notary Public

STATE OF Colorado)

COUNTY OF El Paso) ss.

2 The foregoing instrument was acknowledged before me this 4th day of January, 2002, by Phillip W. Gore, Richard as Exec. Vice Pres. of Masterplanned Land Venture, a Massachusetts limited partnership, d/b/a The Spires Broadmoor.

Witness my hand and official seal.

My Commission Expires: 7-16-2005

(SEAL)



Kay L. Zaebst
Notary Public

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