

AMENDMENT/SUPPLEMENTAL DECLARATION ANNEXING  
FILING NO. 2  
TO  
**CHERRY CREEK CROSSING**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, COLORADO SPRINGS 382, L.P., an Arizona limited partnership (hereinafter called the "Declarant"), recorded a Declaration of Covenants, Conditions and Restrictions for Cherry Creek Crossing on December 3, 1999, in Reception Number 099182700 of the real property records of the County of El Paso, State of Colorado (hereinafter called the "Declaration"); and

WHEREAS, Article III, Section 3.1 of the Declaration permits the Declarant to annex additional real property and improvements to the Cherry Creek Crossing Subdivision (hereinafter called the "Project"), without the consent of the Owners or Mortgagees; and

WHEREAS, the Declarant desires to expand the Project by annexing the real property described on Exhibit "1" attached hereto and incorporated herein by this reference, which includes any improvements thereon and rights appurtenant thereto and also includes Lots 54-110 as described in Exhibit "B" to the Declaration but which are now described as Lots 1-57 in Filing No. 2 (hereinafter collectively called the "Annexed Property").

NOW, THEREFORE, the Declarant does hereby expand the Project and annex the Annexed Property, together with any improvements thereon and rights appurtenant thereto, to the Project as follows:

1. The Declarant hereby declares that the Annexed Property shall be held, sold, used, improved, occupied, owned, resided upon, liened, encumbered, hypothecated and conveyed subject to the easements, restrictions, covenants, provisions and conditions of the Declaration, including without limitation any amendments and supplements thereto, and any documents or instruments described therein or recorded in connection therewith, including without limitation, the Association's Articles of Incorporation, Bylaws, Rules, and Design Guidelines, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and the Annexed Property and all of which shall run with the land and be binding upon all parties having any right, title or interest in the Property and the Annexed Property or any part thereof, their heirs, successors and assigns and which shall inure to the benefit of each Owner thereof.

2. The Declarant hereby further declares that the definitions, easements, restrictions, covenants, provisions and conditions of the Declaration, including without limitation, any amendments and supplements thereto, and any documents or instruments described therein or recorded in connection therewith, shall apply equally and alike to all Owners of Lots, whether located in the Annexed Property or in the Property originally or subsequently submitted to the Declaration, including without limitation, the obligations to pay assessments and the rights to cast votes as members of the Cherry Creek Crossing Property Owners Association, Inc. (the "Association"). For example, "Properties," as that term is defined in the Declaration, shall hereafter

include the Annexed Property, as well as the Properties originally described in the Declaration. Notwithstanding the foregoing, no horses shall be allowed within the Annexed Property. Further, the Annexed Property shall be subject to the applicable Water Augmentation Plans as recorded in connection with the Annexed Property or as set forth in the Declaration, all of which are incorporated herein by this reference; the Association shall have the right and duty to enforce said Augmentation Plans and decrees as more fully set forth in the Declaration.

3. This annexation of the real property described herein shall be completed and effective upon the recording hereof. Notwithstanding this annexation, the Declarant reserves the right, pursuant to Article III, Section 3.1 of the Declaration, to annex additional real property and improvements in the future.

IN WITNESS WHEREOF, the Declarant has executed this document this \_\_\_\_ day of \_\_\_\_\_, 2005.

DECLARANT:

COLORADO SPRINGS 382, L.P.,  
an Arizona limited partnership

By: \_\_\_\_\_  
IBEX Advisors, LLC, General Partner  
Nathan K. Miller, Manager

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF PIMA        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by Nathan K. Miller, as Manager of IBEX Advisors, LLC, a(n) \_\_\_\_\_ limited liability company, as General Partner of COLORADO SPRINGS 382, an Arizona limited partnership.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Exhibit 1  
To

Amendment/Supplement  
Annexing Filing No. 2 to  
Cherry Creek Crossing

(Legal Description)