

**AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS FOR
PRAIRIE VISTA MEADOWS**

This Amended and Restated Declaration of Protective Covenants (the "Covenants") is executed on the date shown below.

RECITALS

WHEREAS, Prairie Vista Meadows, LLC, a Colorado limited liability company, as the original declarant recorded that certain Declaration of Protective Covenants recorded on August 14, 2002 in Reception No. 202134718 of the real property records of El Paso County, State of Colorado (hereinafter called "Original Declaration") which encumbered the real property described on Exhibit A thereto and incorporated herein by this reference (hereinafter called "Prairie Vista Meadows"), and

WHEREAS, the original declarant undertook a survey of the parcels of land subject to the Original Declaration (hereinafter called the "Tracts") as shown by the Land Survey Plat of Prairie Vista Meadows by Clark Land Surveying, Inc., Project No. 1331, dated June 6, 2002, the legal descriptions of those Tracts are shown on Exhibit "A" thereto; and

WHEREAS, the original declarant's rights were assigned to Craig A. and Brent L. McConnell by Assignment dated September 3, 2003 and recorded at Reception No. 200205950. Craig and Brent McConnell have subsequently assigned their rights to Prairie Vista Investments, LLC, a Colorado limited liability company, executed October 6, 2003 (who now is and will be referred to herein as the "Declarant"); and

WHEREAS, Section 10 of the Declaration allows the Declarant to make amendments with written consent of a majority of the then-owners of the Tracts, and

WHEREAS, the undersigned owns a majority of the Tracts, and the Declarant and the undersigned desire to amend the Declaration as provided herein.

NOW, THEREFORE, as binding upon the owners of Tracts, and his, her, their, or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees (hereinafter collectively called the "Owners"), said Declarant hereby declares to and agrees with each and every person who shall be or shall become owner of any said Tracts, in addition to the ordinances of the County of El Paso, Colorado, that they shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreement, to wit, the Declarant does hereby amend, restate and replace the Original Declaration as follows:

Robert C. Balink El Paso Cty, CO

02/02/2004

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1. INTENT. The intent of these Covenants is to preserve Prairie Vista Meadows as a desirable area to live and present a high quality residential area of lasting value, and the covenants have been designed to that end. Owners of Tracts in Prairie Vista Meadows (hereinafter called "Owners") should be people who value quality, who will respect, uphold and observe the letter, spirit and intent of these covenants, and who will insist upon their strict enforcement. To implement these Covenants, the Declarant has established the Architectural Control Committee ("ACC") described herein.

2. BUILDING TYPE AND USE: All Tracts used solely for private, single family residential purposes, no building shall be erected, constructed, placed, or altered on any Tract other than a one-story, a one and one-half story or a two story, single family residence and such accessory buildings as may be required for incidental use with such residence, by a single family, and there shall be no more than two detached buildings upon the premises for accessory use. No house shall have a garage with more than a four-car capacity. A stable or barn for quartering horses or livestock will be considered as accessory use and must be in keeping with the architecture of the principal residence.

3. DWELLING QUALITY AND SIZE: Each building shall be built on site and shall be stick built homes only as determined by the ACC in its sole discretion (with exception of the existing home currently on Tract A, which will be allowed as a non-conforming use). Only one single family residence per Tract is permitted. All improvements shall be constructed of good and suitable materials and all workmanship shall be first class. All dwellings must have minimum of 1400 square feet on the main floor and a minimum of 1600 square feet in total area.

4. SETBACKS: No building shall be located on any Tract nearer than 50 feet from any Tract line. Exceptions to setback requirements are sometimes logical and may be made by the ACC in cases where extenuating circumstances exist, provided however, that any such exceptions must be requested in writing and granted by the ACC in writing. For the purpose of this covenant, steps, and open porches shall be considered as part of the building. There is no specific area or building envelope on any Tract for building sites, however, house locations cannot be closer than 50 feet from the direct line of sight between any existing house on the easterly adjoining property and Pikes Peak (the highest visible mountain west of property), as determined by the ACC in its sole discretion. All building sites will require Owners to request ACC approval of the site, and Owners shall provide an improvement location plat, including septic and utility locations, and will need ACC approval in writing prior to building.

5. TEMPORARY RESIDENCES: No structure of a temporary character, trailer, camper, motor home, vehicle or vehicle trailers, mobile home, basement, tent, shack, garage, barn, or other outbuildings shall be used on any Tract at any time as a residence either temporarily or permanently, with exception only from the ACC to use as a home/office during construction and in this case temporary provisions will be made. Only one residential unit shall be constructed upon any Tract, unless Tract has successfully been re-platted, in which case one residential unit shall be maintained on any re-platted parcel (hereafter called a "Lot"). After replatting, the Lots shall constitute additional Tracts under these Covenants.

6. TIME OF CONSTRUCTION: Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the ACC, construction of that particular structure, shall be completed within nine (9) months of the time such construction was initiated. The ACC may extend the time for completion under unusual circumstances, and any such extension shall be in writing.

7. ARCHITECTURAL CONTROL AND DESIGN:

A. Purpose. The purpose of this covenant is to assure through architectural control of building design, placement, materials, colors, and construction that Prairie Vista Meadows shall become and remain an attractive residential community, and to uphold and enhance property values.

B. Architectural Control Committee (ACC):

(1) Composition. The initial ACC is composed of the two persons described in Paragraph 8 of these Covenants, their heirs, or assigns; Declarant may thereafter appoint the ACC, including an additional owner-occupant ACC member, provided however, Declarant or its representatives shall remain on the ACC until all Tracts and/or Lots have completed dwelling units thereon, unless, at its option and choice of time, Declarant may relinquish full control of the ACC to the owner-occupants, at which time all members of the ACC shall be subject to election as provided in Paragraph 26 of these Covenants. Any elected member of the ACC whose performance is found objectionable by other owner-occupants may be removed by a vote of the Owners of two-thirds (2/3) of the Tracts. In the event of the death or resignation of any elected member of the ACC, the remaining members thereof shall have full authority to designate a successor elected member to fill the remaining term.

(2) Non-Liability of ACC: Neither Declarant, ACC nor any persons acting therefore, shall be liable in damages to any person submitting requests for approval or to any Tract Owner by reason or any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests, or with regard to any other actions taken by the ACC under authorization of the provisions hereof, provided that they have acted in good faith and without negligence.

C. Procedure for Obtaining Approval of Plans. To submit for ACC approval, an Owner shall provide the following attachments to the ACC:

(a) One (1) copy of a site plan, drawn to scale, showing the exact location on the Tract and specifications of all proposed improvements (house, well, septic, leach field, utilities, other buildings, and barns/corrals even if only contemplated for the future). Exact proposed setbacks from Tract lines must be delineated and access routes (driveways) to proposed structures.

(b) One (1) complete set of construction plans for building(s) detailing the floor plan, elevation, site location, and exterior building materials.

8. PROCEDURES FOR OBTAINING APPROVAL OF PLANS: ACC shall then communicate together to discuss, examine, and consider plans and approve or disapprove all submissions in writing. The ACC approval or disapproval as required in these Covenants shall be in writing and shall be made within thirty (30) days of submittal of all plans and required documents. In the event the ACC, or its representatives, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted, such plans and specifications shall be deemed disapproved. Plans shall be submitted to ACC by either of two means:

(i.) Mail to: Brent McConnell or Craig A. McConnell
4703-A Boardwalk Dr. 16550 Prairie Vista View
Fort Collins, CO. 80525 Peyton, CO. 80831
970-222-1034 – phone 719-749-2778 - phone
970-484-0323 – facsimile 719-749-2899 - facsimile

(ii.) Email: brent-mcconnell@msn.com or cnb@team-national.com

D. Authority of ACC. The ACC is empowered to approve or disapprove, in writing, all plans for construction. If such submissions are disapproved, the ACC shall give written reason for said disapproval to applicant.

E. Architectural Design and Requirements.

(1) Color. Structural color schemes will be compatible with the natural environment of the property. Subdued, unobtrusive natural or earth colors will be normally required, and color samples must be submitted with plans.

(2) Extreme designs. Homes of extreme design may or may not be approved depending upon location and appearance, it being the intent of these covenants to establish an area of quiet, unobtrusive dignity and quality consistent with other homes in Prairie Vista Meadows.

(3) Driveways. Owners must obtain a written driveway permit from the El Paso County Department of Transportation prior to connection of any driveway to a public road. Owners of Tracts are advised that the County has no responsibility for and will not snow plow or otherwise maintain driveways; such responsibility is solely that of the Tract Owner. The road running through Prairie Vista Meadows is a private road running adjacent to the Tracts, but any Owner may dedicate their portion to the County for a public road. The County will not presently maintain this road in any way, unless any/all Owners would dedicate their portion(s) of the easement(s) to the County.

9. NUISANCE: Nothing shall be done or permitted on any Tract which may be or become an annoyance or nuisance to the neighborhood. No noxious, noise polluting or otherwise offensive activities or commercial businesses or trades shall be carried on upon any Tract. No hunting of any kind, nor the discharge of firearms shall be permitted. Any animals kept on property, need to be constrained from barking excessively or becoming a nuisance to neighbors.

10. REFUSE AND RUBBISH: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. No trash, litter, junk, equipment, boxes or other such items shall be permitted to remain exposed upon the premises and visible from public streets or from other Tracts within the subdivision. No extra vehicles or vehicle parts shall be permitted to remain exposed upon the premises from any road or from other Tracts within the subdivision. Each Tract owner must provide for regular removal of garbage.

11. SIGNS: All signs displayed must be first approved in writing by the Declarant or the ACC. This covenant does not preclude the display of reasonably sized builder or real estate signs.

12. DRILLING: No drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted on or in any Tract, nor shall gas or oil wells, tanks, tunnels, mineral excavationer shafts be permitted upon or in any Tract. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Tract.

13. RIGHT OF DECLARANT: Declarant, its successors or assigns, expressly reserves the right:

A. From time to time to amend or revoke any restrictive covenants then in existence, but no such amendment or revocation shall apply to Tracts that are sold prior without the written consent of the then Owners of a majority of any such Tracts (including both the original Tracts and any Lots which shall be considered Tracts after replatting), nor shall amendment or revocation be of such nature to derogate property values.

B. To enter into agreement with the purchaser of any Tract or Tracts (without the consent of the purchasers of other Tracts or adjoining or adjacent property).

14. TERM OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of twenty-five (25) years unless an instrument signed by a simply majority of the then owners of the Tracts has been recorded, changing said covenants in whole or part.

15. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Covenants are for the use, convenience and protection of all property owners. Declarant, Architectural Control Committee, Homeowners Association, or any individual Tract owner may act to enforce the Covenants; none of the foregoing, however, are obligated to do so.

16. NOTICE: Any notice required to be given to any Owner or other person under the provisions of these Protective Covenants shall be deemed to have been properly given when mailed, post paid, to the last known address of the record Owner of the Tract in which the member has an interest.

17. DECLARANT MAY ASSIGN: Declarant, its successors or assigns, may assign any and all of its rights, powers, obligations and privileges under this instrument to any corporation, association, committee or person.

18. VEHICLE PARKING AND EQUIPMENT: No vehicles shall be stored or parked on any Tract, except in a closed garage; however, recreation vehicles to include travel trailers, horse trailers, semi-trailers, van trailers, or flat bed trailers, campers, boats or motor homes and various equipment may be kept in an organized manner subject to the approval from the ACC. Screening such vehicles from public view with the proper garaging or fencing approved by the ACC, is required.

19. ANIMALS:

A. Commonly accepted domestic household pets may be kept on any Tract for recreational purposes. The animals and the number of animals shall be as follows: Horses - no more than two per Tract or two (2) Bovine (cattle) or a combination of one bovine and one horse. Dogs - no more than 3 per Tract. Cats - No more than 3 per Tract. Offspring from these animals may be kept until weaned, not exceeding twelve (12) weeks. The ACC is empowered to approve, disapprove, or modify requests for other animals. In addition, the ACC shall have the right to develop standards of care and maintenance which must be met as a condition to permitting the keeping of any animals. Owners shall be responsible for erecting and building adequate enclosures and fences and the maintenance of such, and no Tract shall be overgrazed. Owners shall be responsible to control noxious and poisonous weeds that may exist and that could be harmful to themselves, their animals, or other Tract owners and their animals. All animals shall be confined to the Owners' own property and shall not be allowed to roam the roads or other Tracts. It is specifically understood that the ACC may require Owners to take such matters as necessary to prevent the overgrazing of each Tract and the destruction of vegetation on each Tract.

B. Stables, barns and corrals will be of sturdy materials and finished construction, and complimentary to the design, color, construction and location of the house. All stables, corrals, or any structure for housing, enclosure or feeding of animals shall be maintained

in compliance with all lawful sanitary regulations and must be kept in a neat, clean, and orderly manner. Manure shall not be allowed to accumulate to the point of being a nuisance by creating odors or attracting flies, but shall be removed and/or spread.

20. FENCES: All fences must be constructed using quality material and in a neat and orderly manner. The kind of fences accepted shall be constructed of either three rail pole fences which are firmly affixed by drilling and bolting(or doweled) to a single post construction along the Tract line(s), or steel posts(T posts) with at least 4 smooth wires attached and one wire shall be electrified to keep bovine animals in. Vinyl fencing can replace three pole fencing, if constructed similarly. All fences must be approved by the ACC prior to beginning construction. Plans need to be submitted to the ACC for review of the quality, size, location, and kind of material used. It is recommended that Tract Owners adjoining properties would be responsible to pay for one-half of the cost of construction, materials, and maintenance of any fence on any property lines.

21. DECLARANT POWER: The Declarant shall have the right and power to prohibit storage or other activities deemed unsafe, unsightly, unreasonably noisy or otherwise offensive to the senses and perceptible from another Tract.

22. RE-SUBDIVISION: Declarant intends to subdivide its Tracts into smaller parcels (herein called "Lots"). Upon the prior written approval of the ACC, any existing Tract may be re-subdivided into Lots containing not less than approximately five (5) acres, provided however, (a) the ACC may in its discretion approve smaller parcels, especially bordering the County road, (b) the Declarant or person subdividing a Tract may impose additional covenants upon those Lots, but only with the prior written approval of the ACC, and (c) for purposes of these Covenants, the Lots shall constitute Tracts under these Covenants after replatting for certain purposes such as voting on amendments and assessments, but not applicable for other purposes, such as setbacks; the ACC's approval may designate applicable and inapplicable provisions of these Covenants to the Lots after replatting. The voting rights of a resubdivided Tract shall be exercised by the Owners of the Lots therein created, provided however, the Declarant shall be entitled to exercise all voting rights for Lots created in its Tracts until Declarant has sold all of its Lots or three years from the recording hereof, whichever occurs earlier, and any assessment under Paragraph 26 hereof shall be made against the Lots, as well as the Tracts. For example, if the Declarant resubdivides its four Tracts into 28 Lots, then the total number of Tracts for voting and assessments would be 31 Tracts (i.e., 28 Lots/Tracts plus 3 original Tracts). If any perimeter fence and/or road surfaces to and in Prairie Vista Meadows, including without limitation, Highway 24, Scott Road, McKissick Road, and Prairie Vista View Loop, are required by the County to be improved in any way as result of a re-subdivision by the Declarant, its successors or assigns who are subdividing Tracts, that party shall pay for the cost of such improvement, provided however, that party shall be entitled to reimbursement, at its choice, either under any governmental reimbursement entitlement or under the following: Any Owner who would wish to subdivide his property subsequent to the Declarant's improvements shall make a reimbursement payment, which would be the cost thereof plus interest at ten percent (10%) per annum, to the Declarant, its successors or assigns, who previously incurred those expenses. The

amount owed would be determined by the comparison of the Declarant's resubdivided acreage with the acreage of the Owner's proposed resubdivided Tract, with each party paying their prorata share. Such reimbursement shall be payable prior to any approval of resubdividing by the ACC. Any expenses incurred by any re-subdividing subsequent to the Declarant's resubdividing shall be paid only by that Owner (except the Declarant, its successors and assigns), who is creating those expenses, unless the ACC approves any reimbursement for that future resubdivision. In no event shall more than one vote be cast with respect to any Tract, whether original Tract or subsequent Lot.

23. EASEMENTS: Any easements for installation and maintenance of utilities and drainage-facilities are reserved which may be shown on any future recorded plat. If needed, fire equipment may be driven down such easements. There shall be no fences or gates to block access or use of these easements. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Tract and all improvements in it shall be maintained continuously by the Owner of the Tract, except for those improvements for which a public authority or utility company is responsible.

24. MOTORIZED VEHICLES: No motorized vehicle which is either non-operational or non-licensed shall be kept or stored in Prairie Vista Meadows, unless said vehicle is kept or stored in a fully enclosed building. No Owner shall have more than ten (10) vehicles (operational or non-operational) on his/her Tract at any one time, with exception to visitors or guests vehicles, at which time additional vehicles shall be permissible, but only for a limited time. No homeowner or occupant of a Tract shall allow more than one (1) immobilized motor vehicle to stand on said Tract for a period greater than thirty six (36) hours. For the purpose of this covenant, an "immobilized motor vehicle" shall be considered any motor vehicle not presently capable of movement under its own power. (vehicle shall include, but not be limited to, snowmobile, tractor, motorcycle, lawn mower, snow blower, car, truck, or motor home.)

25. UNDERGROUND UTILITIES. Any and all utilities installed after the recording date of these Covenants shall be installed underground. Any existing overhead power lines will be removed by the end of 2004 if Declarant's resubdivision is approved. No propane tanks shall be placed above ground, if an underground gas line is available within the subdivision. Any Tract Owner wanting utilities which have not yet been provided, shall either comply by installing or attaching to underground utilities and be responsible to pay for those utilities, or if already installed, to pay a proportionate share of the original costs of that utility directly to the person or company which paid for the installation of such utility, including without limitation any installation of underground utilities and the removal of the overhead lines. This payment shall be made prior to connecting to any utility. These utilities include but are not limited to natural gas, electricity (power), telephone, and cable TV. Any proportionate amount owed, plus interest at ten percent (10%) per annum, would be determined by equally dividing the total costs originally paid, by the number of the Tracts within Prairie Vista Meadows, including any Lots. Any Tract

Owner who would re-subdivide his original Tract shall by acceptance of a conveyance of any newly created Tract, whether or not it shall be so expressed in the conveyance, agree to use these utilities provided and to pay a proportionate share of the costs incurred by the person or company which originally installed them.

26. HOMEOWNERS ASSOCIATION. The Declarant will form an owners association (the "Association"). The Association shall operate as a Colorado non-profit corporation pursuant to its Articles of Incorporation and By-laws, which may include, without limitation, provisions for the indemnification of officers and directors. Every Owner of a Tract or a Lot shall automatically by such ownership be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Tract or a Lot. Members shall have the right to cast votes on any matters to be voted on by the members as provided in the Association's Articles of Incorporation and Bylaws, except as provided therein or herein. Each Tract, whether shown on the original survey of Prairie Vista Meadows or as a Lot created by resubdivision, shall be entitled to one vote. When more than one person holds an interest in any Tract or Lot, all such persons shall be members, but the vote for such Tract or Lot shall be exercised as they determine, but there shall be only one vote per Tract or one vote per Lot. The Association's Board of Directors shall appoint or may itself constitute the ACC or the members may elect the ACC at each annual meeting after the termination of the Declarant's right to appoint. The Association's Board of Directors may adopt rules and regulations, including without limitation, construction, use and design standards and procedures for architectural control appeals from the ACC, and fines for violations of rules and these Covenants, to supplement and interpret these Covenants. Pursuant to C.R.S. 38-33.3-116, the Association and the subdivision shall be subject only to C.R.S. 38-33.3-105, 38-33.3-106 and 38-33.3-107, and no other sections of said Article 33.

27. COVENANTS FOR ASSESSMENTS.

A. Assessment. The Association shall assess the Owners for the costs of common expenses as determined by the Association's Board of Directors. The assessments hereunder shall be imposed equally upon each Tract, including without limitation any original Tract and any subsequent Lot and the Owner(s) thereof.

B. Purpose of Assessments. Assessments may also be levied by the Association's Board of Directors for promoting the health, safety, property values, welfare and convenience of the members, including the enforcement of these Covenants, and to pay for the costs of the ownership and maintenance of the common road (to the extent not maintained by the County), and any other common expenses as determined by the Association's Board of Directors including without limitation, insurance on the common road and Association activities, which insurance may, to the fullest extent reasonably available and practical, be comparable to the requirements of C.R.S. 38-33.3-313, as now existing or hereafter amended.

C. Assessment Liens and Personal Obligation. Each Owner, by acceptance of a conveyance of his Tract, whether or not it shall be so expressed in the conveyance, shall be

deemed to covenant and agree to pay to the Association annual assessments and other assessments authorized by these Covenants. Each such assessment and charge, together with the interest thereon and costs of collection, shall be a continuing lien upon the Tract against which it is made and shall also be the personal obligation of the person who owned the Tract at the time the assessment or charge fell due.

D. Payment of Assessments. The foregoing assessments shall be payable in advance in annual or other installments as the Association's Board of Directors may fix. The Board may set the annual assessment in any amount which does not exceed the maximum set forth in Paragraph E hereof. The Association's Board of Directors shall give each member written notice of each assessment at least ten (10) days in advance of the due date. Such notice shall state the amount of the assessment and if the assessment is payable in other than in a single payment, the amount and due dates of each installment as fixed by the Association's Board of Directors. Failure to give such notice shall not affect or impair the assessment, but shall postpone its effective date.

E. Amount of Annual Assessments. Annual assessment may be set by the Association's Board of Directors in an amount sufficient to meet the needs of the Association, provided however, that notwithstanding any contrary provision, the annual average common expense assessment of each Tract or Lot, exclusive of any optional user's fees and any insurance premiums paid by the Association, shall never exceed \$400.00 per year, or such higher limit as may be allowed now or hereafter by C.R.S. 38-33.3-116 for homeowner associations which are not subject to said Act; it is hereby provided that these Covenants, Prairie Vista Meadows and the Association will not be subject to the Colorado Common Interest Ownership Act, except for Sections 38-33.3-105, 38-33.3-106, 38-33.3-107, as provided in Section 38-33.3-116; any references herein to said Act are only for the purposes of describing or imposing similar rights and duties and do not make said Act generally applicable hereto. A one time road reserve fee of \$50.00 shall be assessed and paid to the Homeowner's Association upon the first sale of any Lot in a subdivided Tract to be paid by the Purchaser at time of closing.

F. Collection of Assessments.

(1) Personal Liability. Any assessment which is not paid when due shall be delinquent, and the Association may impose a late charge for each month any assessment is delinquent, and may also collect the attorneys fees, costs and expenses of any collection. Additionally, the Association may bring an action at law against any Owner personally obligated to pay any assessment, and, in the event of any lawsuit, the delinquent Owner shall pay all attorneys fees, court costs and any expenses of such lawsuit.

(2) Lien. Additionally, any such unpaid assessment, together with all expenses of collection and attorneys fees, shall be a continuing lien upon the Tract against which such assessment was made. The Association may enforce such lien by filing with the Clerk and Recorder of El Paso County a statement of lien with respect to said Tract, setting forth such information as the Association may deem appropriate. Said lien shall run with the land and shall

may be foreclosed by the Association in the manner provided for foreclosures of mortgages under the laws and statutes of the State of Colorado. All rights and remedies of the Association are cumulative, and foreclosure of the lien shall not prevent a lawsuit against the Owner personally liable therefor whether taken before, after or during such foreclosure. Said lien may be released by recording an appropriate document executed by an officer or agent of the Association. Such lien is in addition to any statutory lien allowed to the Association by law or statute. Said lien shall be superior and prior to any homestead rights or similar exemption now or hereafter provided under state or federal law to any Owner, whose acceptance of a deed to a Tract shall constitute a waiver of such homestead or other rights.

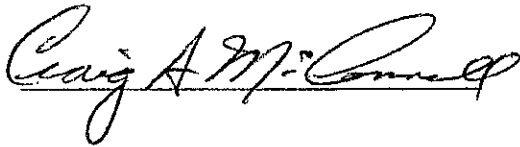
G. Protection of Lenders. The lien for any assessment provided for herein shall be subordinate to the lien of a first mortgage recorded before the delinquent assessment was due. Sale or transfer of any Tract shall not affect the lien for said assessment except that sale or transfer of any Tract pursuant to foreclosure of any such first mortgage, or any proceeding in lieu thereof, including deed in lieu of foreclosure, shall extinguish the lien of any assessment which became due prior to any acquisition of title to such Tract by the first mortgagee pursuant to any such sale or transfer, or foreclosure, of any proceeding in lieu thereof including, without limitation, any deed in lieu of foreclosure. No such sale, transfer, foreclosure or any above-described proceeding in lieu thereof, shall relieve any Tract from liability for any assessment becoming due after such acquisition of title, nor from the lien thereof, nor the personal liability of the Owner of such Tract for assessments due during the period of his ownership.

28. Original Declaration. The Original Declaration is hereby amended, superseded and completely replaced by these Covenants.

IN WITNESS WHEREOF, the DECLARANT, PRAIRIE VISTA INVESTMENTS, LLC, a Colorado limited liability company, and the undersigned have hereunto set their hands this 2ND day of FEBRUARY, 2004.

Craig A. McConnell

PRAIRIE VISTA INVESTMENTS, LLC
a Colorado limited liability company



By: 
Its: Manager

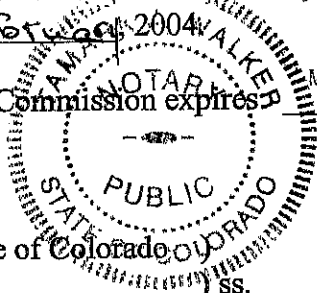
Brent L. McConnell



State of Colorado)
) ss.
County of El Paso

The foregoing document was acknowledged by Brent L. McConnell as Manager
of Prairie Vista Investments, LLC, a Colorado limited liability company, this 2nd day of
February, 2004.

My Commission expires: _____ My Commission Expires 04-19-05

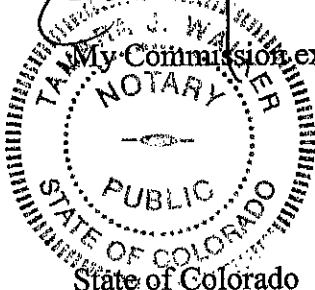


Tamarah J. Walker
Notary Public

State of Colorado)
) ss.
County of El Paso

The foregoing document was acknowledged by Craig A. McConnell this 30th day of
January, 2004.

My Commission expires: _____ My Commission Expires 04-19-05

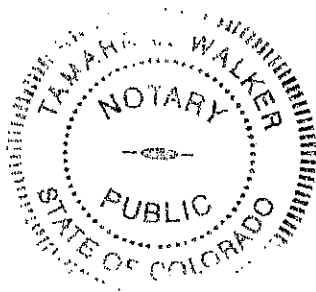


Tamarah J. Walker
Notary Public

State of Colorado)
) ss.
County of _____

The foregoing document was acknowledged by Brent L. McConnell this 2nd day of
February, 2004.

My Commission expires: _____ My Commission Expires 04-19-05



Tamarah J. Walker
Notary Public

Exhibit A

That portion of the North Half and of the North Half of the South Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado lying southeasterly of U.S. Highway No. 24, EXCEPT that portion conveyed in Book 3214 at Page 812.

Legal Description: Tract A

That portion of the Northeast Quarter of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by Global Positioning Satellite methods.

Beginning at the northeast corner of said Section 23, said point being a 3 1/4 inch aluminum cap, PLS No. 22103; thence S 0°41'15"E along the east line of said Section 23 a distance of 1343.13 feet; thence S 89°18'45"W, 1053.67 feet; thence N 8°06'38"W, 1356.01 feet to the intersection of the southeasterly right of way line of United States Highway No. 24 with the north line of said Section 23; thence N 89°23'00"E along said north line 1228.86 feet to the Point of Beginning.

Exhibit A

Legal Description: Tract B

That portion of the North Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by Global Positioning Satellite methods.

Commencing at the northeast corner of said Section 23, said point being a 3 1/4 inch aluminum cap, PLS No. 22103; thence S 0°41'15"E along the east line of said Section 23 a distance of 1343.13 feet; thence S 89°18'45"W, 1053.67 feet to the Point of Beginning of the parcel to be described; thence S 89°18'45"W, 168.13 feet; thence southwesterly along a tangential curve concave to the southeast, said curve having a central angle of 43°23'23", a radius of 300.00 feet for an arc length of 227.19 feet; thence S 45°55'22"W, tangent to said curve, 916.46 feet; thence N 44°04'38"W, 900.00 feet to the southeasterly right of way line of United States Highway No. 24; thence N 45°55'22"E along said right of way line 2041.14 feet to its intersection with the north line of said Section 23; thence S 8°06'38"E, 1356.01 feet to the Point of Beginning.

Exhibit A

Legal Description: Tract C

That portion of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by Global Positioning Satellite methods.

Commencing at the northeast corner of said Section 23, said point being a 3 1/4 inch aluminum cap, PLS No. 22103; thence S 0°41'15"E along the east line of said Section 23 a distance of 1343.13 feet; thence S 89°18'45"W, 1221.80 feet; thence southwesterly along a tangential curve concave to the southeast, said curve having a central angle of 43°23'23", a radius of 300.00 feet for an arc length of 227.19 feet; thence S 45°55'22"W, tangent to said curve, 916.46 feet to the Point of Beginning of the parcel to be described; thence S 45°55'22"W, 418.54 feet; thence southwesterly, southerly and southeasterly along a tangential curve concave to the east, said curve having a central angle of 77°20'15", a radius of 300.00 feet for an arc length of 404.94 feet; thence S 57°44'32"W, 1078.25 feet to the most easterly corner of that parcel of land described in Book 3214 at Page 812; thence N 44°04'38"W along the northeasterly line of said parcel, 913.38 feet (Deed=900.00 feet) to the most northerly corner thereof, said corner being on the southeasterly right of way line of United States Highway No. 24; thence N 45°55'22"E along said right of way line 1766.63 feet to its intersection with a line that bears N 44°04'38"W from the Point of Beginning; thence S 44°04'38"E, 900.00 feet to the Point of Beginning.

Exhibit A

Legal Description: Tract D

That portion of the North Half of the South Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by Global Positioning Satellite methods.

Commencing at the northeast corner of said Section 23, said point being a 3 1/4 inch aluminum cap, PLS No. 22103; thence S 0°41'15"E along the east line of said Section 23 a distance of 1343.13 feet; thence S 89°18'45"W, 1221.80 feet; thence southwesterly along a tangential curve concave to the southeast, said curve having a central angle of 43°23'23", a radius of 300.00 feet for an arc length of 227.19 feet; thence S 45°55'22"W, tangent to said curve, 1335.00 feet; thence southwesterly, southerly and southeasterly along a tangential curve concave to the east, said curve having a central angle of 77°20'15", a radius of 300.00 feet for an arc length of 404.94 feet to the Point of Beginning of the parcel to be described; thence southeasterly along a tangential curve concave to the northeast, said curve having a central angle of 59°16'21", a radius of 300.00 feet for an arc length of 310.35 feet; thence N 89°18'45"E, 671.77 feet; thence S 0°41'15"E, 1114.24 feet to the south line of North Half of the South Half of said Section 23; thence S 89°37'24"W along said south line 2570.32 feet to the southeasterly corner of that parcel of land described in Book 3214 at Page 812; thence N 45°55'22"E along the southeasterly line of said parcel, 993.50 feet to the most easterly corner thereof; thence N 57°44'32"E, 1078.25 feet to the Point of Beginning.

Exhibit A

Legal Description: Tract E

That portion of the North Half of the South Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by Global Positioning Satellite methods.

Commencing at the northeast corner of said Section 23, said point being a 3 1/4 inch aluminum cap, PLS No. 22103; thence S 0°41'15"E along the east line of said Section 23 a distance of 1343.13 feet to the Point of Beginning of the centerline to be described; thence S 89°18'45"W, 1221.80 feet; thence southwesterly along a tangential curve concave to the southeast, said curve having a central angle of 43°23'23", a radius of 300.00 feet for an arc length of 227.19 feet; thence S 45°55'22"W, tangent to said curve, 1335.00 feet; thence southwesterly, southerly and southeasterly along a tangential curve concave to the east, said curve having a central angle of 136°36'37", a radius of 300.00 feet for an arc length of 715.29 feet; thence N 89°18'45"E, tangent to said curve, 671.77 feet to the Point of Beginning of the parcel to be described; thence continuing N 89°18'45"E, 1520.18 feet to the east line of said North Half of the South Half; thence S 0°41'15"E along said east line 1122.48 feet to the southeast corner of said North Half of the South Half; thence S 89°37'24"W along the south line of said North Half of the South Half 1520.20 feet to a point that bears S 0°41'15"E from the Point of Beginning; thence N 0°41'15"W, 1114.24 feet to the Point of Beginning.

Exhibit A

Legal Description: Tract F

That portion of the East Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by Global Positioning Satellite methods.

Commencing at the northeast corner of said Section 23, said point being a 3 1/4 inch aluminum cap, PLS No. 22103; thence S 0°41'15"E along the east line of said Section 23 a distance of 1343.13 feet to the Point of Beginning of the parcel to be described; thence S 89°18'45"W, 1053.67 feet; thence S 0°41'15"E, 1517.09 feet; thence N 89°18'45"E, 1053.67 feet to the east line of said East Half; thence N 0°41'15"W along said east line 1517.09 feet to the Point of Beginning.

Exhibit A

Legal Description: Tract G

That portion of the East Half of Section 23, Township 12 South, Range 64 West, El Paso County, Colorado described as follows:

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by Global Positioning Satellite methods.

Commencing at the northeast corner of said Section 23, said point being a 3 1/4 inch aluminum cap, PLS No. 22103; thence S 0°41'15"E along the east line of said Section 23 a distance of 1343.13 feet; thence S 89°18'45"W, 1053.67 feet to the Point of Beginning of the parcel to be described; thence continue S 89°18'45"W, 168.13 feet; thence southwesterly along a tangential curve concave to the southeast, said curve having a central angle of 43°23'23", a radius of 300.00 feet for an arc length of 227.19 feet; thence S 45°55'22"W, tangent to said curve, 1335.00 feet; thence southwesterly, southerly and southeasterly along a tangential curve concave to the east, said curve having a central angle of 136°36'37", a radius of 300.00 feet for an arc length of 715.29 feet; thence N 89°18'45"E, tangent to said curve, 1138.28 feet to the intersection with a line that bears S 0°41'15"E from the Point of Beginning; thence N 0°41'15"W, 1517.09 feet to the Point of Beginning.

**FURTHER AMENDMENT
TO
AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS FOR
PRAIRIE VISTA MEADOWS**

This Further Amendment to Amended and Restated Declaration of Protective Covenants (the "Covenants") is executed on the date shown below.

R E C I T A L S

WHEREAS, Prairie Vista Meadows, LLC, a Colorado limited liability company, as the original declarant recorded that certain Declaration of Protective Covenants recorded on August 14, 2002 in Reception No. 202134718 which was amended on February 2, 2004 in Reception No. 204019035 of the real property records of El Paso County, State of Colorado (hereinafter called "Original Declaration") which encumbered the real property described on Exhibit A thereto and incorporated herein by this reference (hereinafter called "Prairie Vista Meadows"), and

WHEREAS, the original declarant undertook a survey of the parcels of land subject to the Original Declaration (hereinafter called the "Tracts") as shown by the Land Survey Plat of Prairie Vista Meadows by Clark Land Surveying, Inc., Project No. 1331, dated June 6, 2002, the legal descriptions of those Tracts are shown on Exhibit "A" thereto; and

WHEREAS, the original declarant's rights were assigned to Craig A. and Brent L. McConnell by Assignment dated September 3, 2003 and recorded at Reception No. 200205950. Craig and Brent McConnell have subsequently assigned their rights to Prairie Vista Investments, LLC, a Colorado limited liability company, executed October 6, 2003 (who now is and will be referred to herein as the "Declarant"); and

WHEREAS, the Declarant recorded that certain Amended and Restated Declaration of Protective Covenants for Prairie Vista Meadows in Reception No. 204019035 of the real property records of El Paso County, State of Colorado (hereinafter called the "Declaration"); and

WHEREAS, the Declarant has now caused parts of the Prairie Vista Meadows to be subdivided into lots (hereinafter called "Lots") pursuant to that certain plat recorded in Reception No. 204014035 of the real property records of El Paso County, State of Colorado (hereinafter called the "Plat"); and

WHEREAS, Section 10 of the Declaration allows the Declarant to make amendments with written consent of a majority of the then-owners of the Tracts, and

WHEREAS, the undersigned owns a majority of the Tracts, and so undersigned as the Declarant and Owner desires to amend the Declaration as provided herein.

ROBERT C. "BOB" BALINK El Paso County, CO
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NOW, THEREFORE, as binding upon the owners of Tracts, and his, her, their, or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees (hereinafter collectively called the "Owners"), said Declarant hereby declares to and agrees with each and every person who shall be or shall become owner of any said Tracts, in addition to the ordinances of the County of El Paso, Colorado, that they shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreement, to wit, the Declarant does hereby amend the Declaration as follows:

1. Section 10 of the Declaration is hereby deleted and replaced with the following:

10. **RIGHTS OF DECLARANT:** Notwithstanding any contrary provision of this Declaration, the Articles of Incorporation and/or the Bylaws of the Association, the Declarant, its successors or assigns, expressly reserves the following rights and privileges for a period of twelve (12) years from the recording of the Declaration, which may or may not be exercised in the Declarant's sole discretion:

A. The Declarant may complete or make improvements indicated on the plats or County planning documents or otherwise necessary or desirable to complete construction of improvements within Prairie Vista Meadows, including without limitation, roads and utilities.

B. The Declarant may install, assign and/or maintain signs within Prairie Vista Meadows for advertising or other purposes.

C. The Declarant may grant, use and permit others to use easements and rights as may be reasonably necessary for the purpose of making, repairing, maintaining and replacing any utilities or other improvements within Prairie Vista Meadows or otherwise performing other rights under this Declaration.

D. The Declarant may establish, from time to time, by dedication or otherwise, easements for purposes of developing Prairie Vista Meadows, including but not limited to roads, drainage, and trails, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Declarant, the County and/or Owners within Prairie Vista Meadows.

E. The Declarant may subdivide any Tract and/or Lot into additional Lots which shall be subject to this Declaration.

F. The Declarant may appoint or remove any officer of the Association or any director of the Association and may appoint or remove any member of the ACC.

G. The Declarant may amend, modify, and/or revoke any provision of the Declaration (including without limitation any exhibits thereto), the Articles of Incorporation, and/or the Bylaws in connection with the exercise of any development rights or other rights of the Declarant herein, and may require that any amendments of said documents be approved in writing by Declarant prior to adoption.

H. The Declarant may amend any plat for Prairie Vista Meadows or any County planning document in connection with the exercise of any development rights or other rights, and may change Lot lines or subdivide any portion of Prairie Vista Meadows into Lots or other areas.

I. Notwithstanding any contrary provisions of this Declaration or any other document, the Declarant hereby reserves the right, but without approval or vote of the Owners, to amend this Declaration, the Articles of Incorporation and/or the Bylaws, as may be necessary to correct typographical errors or make clarifications or as may be approved in writing by Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, or the Department of Veterans Affairs or any other lender so as to induce the purchase, sale, or insurance of deeds of trust or mortgages covering any portion of Prairie Vista Meadows, and each Owner and Mortgagee by accepting a deed, mortgage or other instrument affecting a lot appoints Declarant as his attorney-in-fact for purposes of executing in said Owner's name and mortgagee's name and recording any such amendments to this Declaration and each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of and a consent to the reservation of the power to the Declarant to make, execute and record any such amendments.

J. The Declarant may enter into agreements with the purchaser of any Lot or Lots (without the consent of the purchasers of other Lots or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation, which shall be manifested by agreement in writing, shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining Lots in Prairie Vista Meadows, and the same shall remain fully enforceable on all other Lots located in Prairie Vista Meadows by Declarant, its successors or assigns, and the Association or other Owners, except as against the Lot where such deviation is permitted.

K. The Declarant reserves the right to expand Prairie Vista Meadows, without approval of the Owners or Mortgagees, to include additional real property and improvements. Such expansion may be accomplished by recording a supplement or supplements to this Declaration with the Clerk and Recorder of El Paso County, Colorado containing a legal description of the real property thereby annexed and any additional provisions deemed appropriate by Declarant, which may annex the property in phases, but shall not be liable or obligated to annex any property. Upon annexation, the additional property and the owners thereof shall be bound by this Declaration, the Association's Articles of Incorporation, Bylaws, and any additional provisions in the annexation supplement. By accepting a deed to any Lot or a mortgage, each Owner and mortgagee grants Declarant a right to expand Prairie Vista Meadows and consents to such annexation expanding the Project and will not oppose or hinder Declarant's right to expand and annex additional real property and improvements or to develop adjoining properties and improvements.

L. The Declarant may transfer, assign or delegate any right reserved or granted by this Declaration, law or statute to any person or party to the fullest extent permitted under this Declaration, law or statute.

M. Any and all other rights of Declarant as set forth in this Declaration, by law or statute are hereby reserved to Declarant. In the event of any conflict, the broadest right reserved by Declarant shall prevail.

2. Section 14 is deleted and in its place is substituted the following:

14. Term of Covenants. The covenants, restrictions and provisions of this Declaration shall run with the land and remain in full force and effect for twenty-five (25) years from the date on which this Declaration is recorded; after which time, this Declaration shall automatically be extended for successive periods of twenty-five (25) years unless amended or terminated as follows: (a) except as provided herein, any termination shall require the unanimous consent of all of the Owners of any Tracts or Lots into which Tracts have been subdivided; and (b) any amendment shall require an instrument signed by the Owners representing a majority (51%) of the Lots in Prairie Vista Meadows (for purposes of amendment, there shall be one vote per Lot and any unsubdivided Tracts shall constitute one Lot), provided however, notwithstanding the foregoing, the Declarant shall have the right to amend this Declaration as set forth in Section 10 and provided further, that any amendment shall require the prior written approval of the Declarant so long as the Declarant owns any part of Prairie Vista Meadows.

3. Section 23 of the Declaration is amended to add the following: "Any signs, landscaping, fences built by the Declarant will be maintained by the Association."

4. The date in the first sentence of Section 25 is changed from "2004" to "July, 2005".

5. The last sentence of Section 23E is deleted and in its place is inserted the following:

"An initial fee of One Hundred Dollars (\$100.00) shall be assessed and paid to the Association by each purchaser of any Lot in a subdivided Tract, which shall be paid by that purchaser at time of closing."

6. Except as amended hereby, the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the DECLARANT, PRAIRIE VISTA INVESTMENTS, LLC, a Colorado limited liability company, and the undersigned have hereunto set their hands this 1st day of Dec., 2004.

PRAIRIE VISTA INVESTMENTS, LLC
a Colorado limited liability company

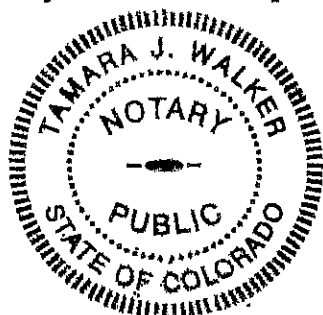
By Craig McConnell
Its: Manager

State of Colorado)
) ss.
County of El Paso

The foregoing document was acknowledged by Craig McConnell as Manager of Prairie Vista Investments, LLC, a Colorado limited liability company, this 1st day of December 2004.

My Commission Expires 04-19-05

My Commission expires: _____



Tamara Walker
Notary Public