

shall be made at least bi-annually by one or more appraisals to be furnished by a person knowledgeable of replacement cost, each First Mortgagee shall be furnished with a copy thereof, within thirty (30) days after receipt of such appraisals. Such amounts of insurance shall be contemporized annually in accordance with their currently determined full replacement value.

(4) Lot Owners may carry other insurance for their benefit and at their expense, provided that all such policies shall contain waivers of subrogation, and provided further that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any additional insurance carried by any Lot Owner.

(5) Insurance coverage on furnishings, including carpet, draperies, oven, range, refrigerator, wall-paper, disposal and other items of personalty or other property belonging to an Owner, and public liability coverage on each Lot, shall be the sole and direct responsibility of the Lot Owner thereof, and the Board of Directors, the Association and/or the Managing Agent shall have no responsibility therefor.

(6) The Association's Board of Directors shall have the authority to assess each Owner for his equal pro-rata share of liability, fire and extended coverage insurance either through monthly assessment or by separate billing to the unit owner's mortgagee for payment from owner's escrow account at the sole discretion of the Board of Directors.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Properties, enforcement of the provisions of this Declaration, or in performing any of the other duties or rights of the Association.

(g) Association Property Services. To pay for maintenance and other necessary services for the Properties.

(h) Contracts. Neither Declarant nor any agent of Declarant shall enter into any contract which would bind the Association or the Board thereof for a period in excess of One (1) year, and all such contracts shall be terminated by either party thereto without cause or payment of a termination fee on not more than ninety (90) days written notice.

(i) Rule Making. To make, establish, promulgate, amend and repeal the rules and regulations of the Association.

(j) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by

this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Architectural Committee Rules.

(k) Other. To carry out the duties of the Association set forth in this Declaration, the Articles and the By-Laws.

Section 2. Rules. The Board may adopt such reasonable rules as it deems proper for the Association Property. A copy of said rules, as they may from time to time be adopted, amended or repealed, must be mailed or otherwise delivered to each Owner, and may, but need not be, Recorded. Upon such mailing, delivery or Recording, said rules shall have the same full force and effect and may be enforced against each Owner.

Section 3. Liability of Board Members and Manager. Neither any Member of the Board nor the Manager shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, the Manager or any other representative or employees of the Association, or the Architectural Committee, provided that such Board Member, or the manager has, upon the basis of such information as may be possessed by him, acted in a reasonable and prudent manner. Nothing contained herein shall be constituted to limit the liability of the Association.

ARTICLE VII PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between two Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a

larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribute Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators.

ARTICLE VIII DAMAGE OR DESTRUCTION

Section 1. Destruction of Improvements on Lot.

(a) In the event of damage or destruction to a residence or other improvements located upon the Properties due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct such residence, shall be deposited into a bank account which requires, for withdrawal, the signature of an officer of the Association and the Owner. The Owner shall then promptly authorize the necessary repair and reconstruction work, and the insurance proceeds will be applied by the Owner to defray the cost thereof. "Repair and Reconstruction," as used herein, means restoring the improvements to substantially the same conditions in which they existed prior to the damage, with each residence or other improvement having the same boundaries as before.

(b) If the insurance proceeds are insufficient to repair or reconstruct any damaged residence, such damage or destruction shall be promptly repaired and reconstructed by the Owner using the insurance proceeds and other personal funds.

(c) Notwithstanding the above, the Owners and First Mortgagees of any or all of the destroyed or damaged residences may agree that the destroyed or damaged residences in which they have an interest shall forthwith be demolished and all debris and rubble caused by such demolition be removed and the Lot(s) regraded and landscaped to the satisfaction of the Architectural Control Committee of the Association. The cost of

such landscaping and demolition work shall be paid for by any and all insurance proceeds available. Any excess insurance proceeds shall then be disbursed to such Owner and his First Mortgagee jointly and said Owner shall convey his Lot to the Association for its fair market value as determined by an MAI appraisal, with the appraiser making such appraisal to be named by the Association. Upon acquisition of said Lot, the same shall become part of the Common Area. The above shall in no way be construed as meaning that one Lot Owner and First Mortgagee may cause the demolition of the improvements situate on adjacent Lots. The decision to demolish and landscape each damaged Lot shall be decided by the Owner of the Lot and his First Mortgagee and shall not affect or be effected by the decision of other damaged Lot owners.

Section 2. Damage to Common Area. In the event of damage or destruction to all or a portion of the Common Area due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such Common Area damage or destruction are insufficient to repair and reconstruct the damaged or destroyed Common Areas, the Association shall present to the Members a notice of a special assessment for approval by the membership in accordance with Article V, Section 4. If such assessment is approved, the Association shall make such assessment and proceed to make such repairs or reconstruction. If such assessment is not approved, the insurance proceeds may be applied in accordance with the wishes of the membership as expressed by the written consent of two-thirds (2/3) percent of the Owners other than Declarant, except that the proceeds shall not be distributed to the Owners, unless made jointly payable to Owners and the First Mortgagees of their respective Lots, if any. The assessment as to each Owner and Lot shall be equal to the assessment against every other Owner and Lot. Such assessment shall be due and payable as provided by resolution of the Board of Directors, but not sooner than sixty (60) days after written notice thereof. The assessment provided for herein shall be a debt of each Owner and a lien on his Lot and the improvements thereon, and may be enforced and collected in the same manner as any assessment lien provided for in this Declaration.

ARTICLE IX CONDEMNATION

If at any time or times during the continuance of ownership pursuant to this Declaration all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Article shall apply:

Section 1. Proceeds. All compensation, damages or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association.

Section 2. Complete Taking.

(a) In the event that all of the Common Area is taken or condemned or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condemnation Award shall be apportioned among the Owners equally and payment of said apportioned amounts shall be made payable to the Owner and the First Mortgagee of his Lot jointly.

(b) On the basis of the principle set forth in the last preceding paragraph, the Association shall determine as soon as practicable the share of the Condemnation Award to which each Owner is entitled.

Section 3. Partial Taking. In the event that less than the entire Common Area is taken or condemned or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condemnation Award shall first be applied by the Association to the rebuilding and replacement of those improvements on the Common Area damaged or taken by the condemning public authority, unless sixty-seven percent (67%) of the Owners and sixty-seven percent (67%) of the First Mortgagees of each Lot agree otherwise. Any surplus of the award or other portion thereof not used for rebuilding and replacement shall be used by the Association for the future maintenance of the Common Area and exterior maintenance of the residences situated on each Lot.

Section 4. Mortgagee Notification. The Association shall give any First Mortgagee, insurer or guarantor of a First Mortgage on a Lot timely written notice of any condemnation proceedings or damage and destruction affecting all or any portion of the Properties.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any aggrieved Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restriction by judgment or court order shall

in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven percent (67%) of each class of Members. Any amendment must be recorded. The prior written approval of sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each First Mortgage owned or held), set forth in a duly recorded instrument shall be required for the revocation or amendment of the Declaration.

(b) Notwithstanding any provisions in this Declaration to the contrary, if Declarant shall determine that any amendment to this Declaration or any amendment to the Article of Incorporation of Bylaws of the Association shall be necessary in order for existing or future mortgages to be acceptable to the Veterans Administration, Federal Housing and Urban Development, the Government National Mortgage Association, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, then, subject to the following sentence of this paragraph, Declarant shall have and hereby specifically reserves the right and power to make and execute any such amendments without obtaining the approval of the Owners or First Mortgagees. Each such amendment of this Declaration or of the Articles of Incorporation or Bylaws of the Association shall be made, if at all, prior to the date of the conveyance by Declarant of the last Condominium Unit within the project, as enlarged from time to time, or five (5) years from the date upon which this Declaration is recorded in the Jefferson County land records, whichever shall first occur; and each such amendment must contain thereon approval of the Veterans Administration or the Federal Housing Administration of the U.S. Department of Housing and Urban Development.

(c) Each First Mortgagee, insurer, guarantor of a First Mortgage on a Lot shall be entitled to receive, upon written request, timely written notice of any proposed amendment to this Declaration, the Articles of Incorporation or Bylaws of the Association.

Section 4. Annexation by Declarant. Declarant, for itself, its successors and assigns, expressly reserves, until five (5) years from the date of the recording of this Declaration, the right to enlarge the Properties (without the permission

of the Owners or First Mortgagees) by annexing all or any part of additional real property described in Exhibit C attached hereto and by this reference incorporated herein by annexation of not more than one hundred forty (140) units. Such additions shall be expressed in and by a duly recorded supplement to this Declaration. All additional Common Area and Lots shall be of comparable quality and similar appearance to those previously erected upon the Properties. The reference to the Declaration in any instrument shall be deemed to include any supplements to the Declaration without specific reference thereto. As long as there is a Class B membership, all annexations to this Property must have the prior approval of the Federal Housing Administration or the Veterans Administration.

Such supplements to this Declaration shall provide for a division of such annexed real property and improvements into Lots and Common Elements similar in method and form to the division made of the Real Property and improvements in this Declaration. All such real property annexed to the Properties shall become subject to this Declaration, including without limitation the right to membership in the Association and the voting rights appurtenant thereto, upon the recordation of the supplement of the Declaration in the Office of the Clerk and Recorder of Jefferson County, Colorado.

Section 5. Termination. Subject to the terms and provisions of Articles VIII and IX hereof, the distribution of proceeds as a result of any termination of this project shall be reasonable and equitable.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 7. Miscellaneous. The First Mortgagee of any Lot within the Subdivision may jointly or singularly pay taxes or other charges which are in default and which may be or become a charge against the Common Area. Further, said First Mortgagees may also pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of any policy insuring the Common Areas. Upon the making of such payment by any such first Mortgagee, the Association shall immediately reimburse said First Mortgagee for the cost thereof.

ARTICLE XI
PROFESSIONAL MANAGEMENT

This Project may be managed by a professional real estate management company licensed to do business in the State of Colorado and the Association's Board of Directors shall be allowed to retain the services of such a company; provided, however, that the term of any such contract shall not be in excess of one (1) year and shall be terminable on thirty (30) days' written notice, with or without cause or the payment of a termination fee. Further, each and every management contract made between the Association and a manager or managing agent prior to the termination of the Class B membership shall terminate absolutely, and in any event, no later than thirty (30) days after the termination of such Class B membership. All such management contracts entered into by the Association with a manager or managing agent prior to the termination of the Class B membership shall be subject to review and approval by the Veterans Administration and/or Federal Housing Administration if they have insured or guaranteed any loan secured by a Lot within the Properties. Provisions of this paragraph shall be contained, verbatim, in each of such management contracts.

ARTICLE XII
ENFORCEMENT

The Association, or any aggrieved Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any rights hereunder shall in no event be deemed a waiver of the right to do so thereafter.

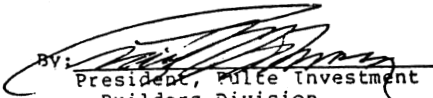
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 30TH day of AUGUST, 1982.

"DECLARANT"

PULTE HOME CORPORATION,
a Delaware corporation

ATTEST


Title: VICE PRESIDENT, FINANCE

By: 
President, Pulte Investment
Builders Division

STATE OF COLORADO

) ss.

County of ARAPAHOE

The foregoing was acknowledged before me this 30TH day of AUGUST, 1982, by CRAIG H. JOHNSON as President, and THOMAS J. PELLEGRINO as VICE PRESIDENT, FINANCE of the Pulte Investment Builders Division of Pulte Home Corporation, a Delaware corporation.

Witness my hand and official seal.

My commission expires: My Commission Expires June 19, 1983
390 So. Potomac Way
Aurora, Colorado 80012
Nini Doolittle
 Notary Public
 Address: _____



LEGAL DESCRIPTION: PHASE 1

A PARCEL OF LAND SITUATED IN THE WEST HALF (W ½) OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LAKEWOOD, COUNTY OF JEFFERSON AND STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER S89°55'08"E, 30.00 FEET; THENCE N0°14'47"W, PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER, 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N0°14'47"W, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH KIPLING STREET, 310.99 FEET TO POINT "A"; THENCE N89°45'13"E, 114.00 FEET; THENCE N0°14'47"W, PARALLEL WITH SAID WEST LINE OF THE NORTHWEST QUARTER, 124.06 FEET; THENCE S89°45'13"W, 90.95 FEET TO SAID EAST RIGHT-OF-WAY LINE OF SOUTH KIPLING STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N44°45'13"E, 31.04 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, N0°14'47"W, 59.55 FEET; THENCE N89°45'13"E, 11.93 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 128.59 FEET AND A CENTRAL ANGLE OF 15°31'20", 34.84 FEET TO THE POINT OF TANGENCY; THENCE ALONG THE TANGENT, S74°43'27"E, 34.26 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 264.41 FEET AND A CENTRAL ANGLE OF 17°48'08", 82.15 FEET; THENCE S89°55'07"E, 139.02 FEET TO POINT "B"; THENCE S43°17'53"W, 83.00 FEET; THENCE S46°42'07"E, 250.59 FEET; THENCE N43°17'53"E, 63.00 FEET; THENCE N15°25'07"W, 55.10 FEET; N74°34'53"E, 285.11 FEET; THENCE N58°34'53"E, 12.10 FEET TO POINT "C"; THENCE S15°25'07"E, 155.53 FEET; THENCE S74°34'53"W, 350.12 FEET; THENCE N75°43'24"W, 61.09 FEET; THENCE N63°33'54"W, 60.56 FEET; THENCE S26°26'06"W, 136.45 FEET; THENCE S71°34'18"E, 147.91 FEET; THENCE S0°04'52"W, 49.03 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST DARTMOUTH AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF WEST DARTMOUTH AVENUE, N89°55'08"W, 444.95 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 4.9007 ACRES.

EMK/jl

EXHIBIT B

A PARCEL OF LAND SITUATED IN THE WEST HALF (W 1/2) OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LAKEWOOD, COUNTY OF JEFFERSON AND STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER S89°55'08"E, 30.00 FEET; THENCE N0°14'47"W, PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER, 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N0°14'47"W, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH KIPPLING STREET, 310.99 FEET TO POINT "A"; THENCE N89°45'13"E, 114.00 FEET; THENCE N0°14'47"W, PARALLEL WITH SAID WEST LINE OF THE NORTHWEST QUARTER, 124.06 FEET; THENCE S89°45'13"W, 90.95 FEET TO SAID EAST RIGHT-OF-WAY LINE OF SOUTH KIPPLING STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N44°45'13"E, 31.04 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, N0°14'47"W, 59.55 FEET; THENCE N89°45'13"E, 11.93 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 128.59 FEET AND A CENTRAL ANGLE OF 15°31'20", 34.84 FEET TO THE POINT OF TANGENCY; THENCE ALONG THE TANGENT, S74°43'27"E, 34.26 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 264.41 FEET AND A CENTRAL ANGLE OF 17°48'08", 82.15 FEET; THENCE S89°55'07"E, 139.02 FEET TO POINT "B"; THENCE S43°17'53"W, 83.00 FEET; THENCE S46°42'07"E, 250.59 FEET; THENCE N43°17'53"E, 63.00 FEET; THENCE N15°25'07"W, 55.10 FEET; N74°34'53"E, 285.11 FEET; THENCE N58°34'53"E, 12.10 FEET TO POINT "C"; THENCE S15°25'07"E, 155.53 FEET; THENCE S74°34'53"W, 350.12 FEET; THENCE N75°43'24"W, 61.09 FEET; THENCE N63°33'54"W, 60.56 FEET; THENCE S26°26'06"W, 136.45 FEET; THENCE S71°34'18"E, 147.91 FEET; THENCE S0°04'52"W, 49.03 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST DARTMOUTH AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF WEST DARTMOUTH AVENUE, N89°55'08"W, 444.95 FEET TO THE POINT OF BEGINNING.

Except Lots 7-36 and 155-171
Victoria Village Subdivision Filing No. 1
County of Jefferson
State of Colorado

LEGAL DESCRIPTION: LAND TO BE ANNEXED TO PHASE 1

THREE PARCELS OF LAND SITUATED IN THE WEST HALF (W ½) OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LAKEWOOD, COUNTY OF JEFFERSON AND STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED IN PHASE 1 LEGAL DESCRIPTION, SAID POINT BEARING N04°22'44"E, 372.03 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH KIPLING STREET, N0°14'47"W, PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER, 101.01 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF SOUTH KIPLING STREET, N44°45'13"E, 32.60 FEET; THENCE N89°45'13"E, 90.95 FEET; THENCE S0°14'47"E, PARALLEL TO SAID WEST LINE OF THE NORTHWEST QUARTER, 124.06 FEET; THENCE S89°45'13"W, 114.00 FEET TO THE POINT OF BEGINNING, TOGETHER WITH THE FOLLOWING:

BEGINNING AT POINT "B" AS DESCRIBED IN PHASE 1 LEGAL DESCRIPTION, SAID POINT "B" BEARS N34°37'28"E, 643.43 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE S46°42'07"E, 198.27 FEET; THENCE N74°34'53"E, 10.08 FEET; THENCE S15°25'07"E, 55.10 FEET; THENCE S43°17'53"W, 63.00 FEET; THENCE N46°42'07"W, 250.59 FEET; THENCE N43°17'53"E, 83.00 FEET TO THE POINT OF BEGINNING, TOGETHER WITH THE FOLLOWING:

BEGINNING AT POINT "C" AS DESCRIBED IN PHASE 1 LEGAL DESCRIPTION, SAID POINT "C" BEARS N59°16'36"E, 936.18 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE N58°34'53"E, 207.77 FEET; THENCE S89°55'07"E, 578.53 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF LOT 1, BLOCK 6, OF WESTBOROUGH FILING NO. 2; THENCE ALONG SAID WESTERLY LINE, S0°14'48"E, 258.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 5, OF SAID WESTBOROUGH FILING NO. 2; THENCE N89°55'08"W, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 546.13 FEET; THENCE S0°14'48"E, 137.00 FEET; THENCE S53°36'23"W, 243.18 FEET TO A POINT ON A CURVE; THENCE ON AN ANGLE TO THE RIGHT OF 51°41'30", ALONG THE ARC OF A CURVE TO THE LEFT, BEING THE NORTH RIGHT-OF-WAY LINE OF SAID WEST DARTMOUTH AVENUE, HAVING A RADIUS OF 330.00 FEET AND A CENTRAL ANGLE OF 15°13'01", 87.64 FEET TO THE POINT OF TANGENCY; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE TANGENT, N89°55'08"W, 259.15 FEET; THENCE N0°04'52"E, 49.03 FEET; THENCE N71°34'18"W, 147.91 FEET; THENCE N26°26'06"E, 136.45 FEET; THENCE S63°33'54"E, 60.56 FEET; THENCE S75°43'24"E, 61.09 FEET; THENCE N74°34'53"E, 350.12 FEET; THENCE N15°25'07"W, 155.53 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCELS CONTAIN 0.3186 OF AN ACRE, 0.4718 OF AN ACRE AND 7.1918 ACRES RESPECTIVELY, A TOTAL OF 7.9822 ACRES.

EMK/j7

FIRST SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VICTORIA VILLAGE SUBDIVISION FILING NO. 1

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Pulte Home Corporation, a Delaware Corporation, caused to be recorded a Declaration of Covenants, Conditions and Restrictions for Victoria Village Subdivision Filing No. 1, at Reception No. 82060648 of the records of the Clerk and Recorder of the County of Jefferson and State of Colorado; and,

WHEREAS, Article X, Section 4 of the recorded Declaration provides for the enlargement by the annexation of additional real property, which annexation is to be expressed in a supplement to the Declaration; and,

WHEREAS, such annexation must be accomplished within seven (7) years from the date of the recording of the Declaration; and,

WHEREAS, it is less than seven (7) years from the date of recording of the Declaration; and,

WHEREAS, Pulte Home Corporation desires to annex certain additional real property pursuant to the terms of Article X, Section 4; and,

WHEREAS, all annexations must have the prior approval of the Federal Housing Administration or the Veterans Administration.

NOW, THEREFORE, Pulte Home Corporation does hereby annex to the property described in the above mentioned Declaration, that additional common area and sixty-two (62) lots legally described on Exhibit A attached hereto.

Pulte Home Corporation hereby establishes and reserves unto itself and the owners of the additional lots submitted to the project easements for ingress and egress to and from the project on and over the driveways constructed and to be constructed by Pulte Home Corporation. The establishment of such easements does not constitute a dedication for public use and such easements shall be for the sole use of the Declarant, the owners of such additional lots, their guests and invitees.



WFF 20347

GENERAL PROVISIONS

A. The provisions of this instrument shall be in addition and supplemental to the Declaration of the Covenants, Conditions and Restrictions for Victoria Village Subdivision Filing No. 1.

B. If any of the provisions of this instrument, or any paragraph, sentence, clause, phrase, or word, of the application thereof, and any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of this instrument, and the application of any such provisions, paragraph, sentence, clause, phrase or word and any other circumstance shall not be affected thereby.

IN WITNESS WHEREOF, Pulte Home Corporation, a Delaware Corporation, has duly executed this First Supplement to Declaration of Covenants, Conditions and Restrictions for Victoria Village Subdivision Filing No. 1, this 22nd day of July, 1982.

PULTE HOME CORPORATION a Delaware
Corporation

By


Craig Johnson, Attorney In Fact


STATE OF COLORADO)
) ss.
County of ADAMS)

The foregoing First Supplement to Declaration of Covenants, Conditions and Restrictions for Victoria Village Subdivision Filing No. 1, was acknowledged before me this 22nd day of July, 1982, by CRAG JOHNSON

My Commission Expires June 19, 1983

My commission expires: _____

390 So. Potomac Way
Aurora, Colorado 80012



Notary Public

Address

CONSENT OF VETERANS ADMINISTRATION

The above First Supplement to Covenants, Conditions and Restrictions for Victoria Village Subdivision Filing No. 1, providing for annexation of certain property is hereby approved.

VETERANS ADMINISTRATION

By

Merle Shirley
Merle Shirley
Authorized Agent

STATE OF COLORADO)

) ss.

County of _____)

The foregoing Consent of Veterans Administration was acknowledged before me this 19 day of July, 1982, by Merle Shirley as Authorized Agent for the Veterans Administration.

Witness my hand and official seal.

My commission expires: 12-29-85

Carolyn D. Henderson
Notary Public

Danner Federal Center
Address Denver, CO 80225