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NONPROFIT

ARTICLES OF INCORPORATION
OF
BELLE CREEK MASTER ASSOCIATION, INC.

In compliance with the requirements of the Colorado Revised Nonprofit Corporation Act, Sections 7-121-101 through 7-137-301, C.R.S., as amended, the undersigned, of full age, has this day, for the purpose of forming a non-profit corporation, certified as follows:

ARTICLE 1. NAME

The name of the corporation is Belle Creek Master Association, Inc., hereafter called the "Master Association."

ARTICLE 2. PRINCIPAL OFFICE

The principal office of the Master Association is c/o Belle Creek LLC, Shea II, 1805 Shea Center Drive, Suite 250, Highlands Ranch, Colorado 80129.

ARTICLE 3. REGISTERED AGENT

Anthony J. Rechlitz, whose address is c/o Rechlitz and Shimel, LLC, 1660 South Albion Street, Suite 916, Denver, Colorado 80222, is hereby appointed the initial registered agent of this Master Association, and such address shall be the registered address of this Master Association.

ARTICLE 4. PURPOSE AND POWERS OF THE MASTER ASSOCIATION

Section 4.1. This Master Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of certain property and improvements within the property described on Exhibit A to the Master Declaration (as hereinafter defined), and any additions thereto as may hereafter be brought within the jurisdiction of this Master Association (hereinafter called the "Community"), and to promote the health, safety and welfare of the residents within the Community, and for the following purposes to:

4.1.1. exercise all of the powers and privileges and perform all of the duties and obligations of the Master Association as set forth in that certain Master Declaration of Covenants, Conditions and Restrictions of Belle Creek, hereinafter called the "Master Declaration," applicable to the Community and recorded or to be recorded in the Office of the Clerk and Recorder of Adams County, Colorado, as the same may be amended, clarified and supplemented from time to time, said Master Declaration being incorporated herein as if set forth at length (terms which are defined in the Master Declaration shall have the same meanings herein unless otherwise defined);

4.1.2. have and exercise any and all powers, rights and privileges which a corporation organized under the Colorado Revised Nonprofit Corporation Act by law may now or hereafter have or exercise;

4.1.3. exercise any powers enumerated in the Bylaws of the Master Association; and

4.1.4. exercise any other powers necessary and proper for the governance and operation of the Master Association, including without limitation those powers granted in CCIOA.

ARTICLE 5. MEMBERSHIP

The Owners of each Lot which is now or hereafter subject to assessment as provided in the Master Declaration, including contract sellers, shall be a Member of the Master Association. Following termination of the Community, the membership shall consist of all former Owners entitled to distribution of proceeds under CCIOA or their heirs, personal representatives, successors or assigns. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Master Association. A transfer of membership shall occur automatically upon the transfer of title to the Lot to which the membership pertains. Each Lot shall have one (1) membership in the Master Association and there is only one (1) Member per Lot, even if the Lot is owned by multiple Owners.

ARTICLE 6. MEMBER VOTING RIGHTS

Section 6.1. All Members shall have voting rights as more fully provided in the Master Declaration, the Articles of Incorporation and the Bylaws of the Master Association, but subject to any limitations or restrictions contained therein.

Section 6.2. Cumulative voting is prohibited.

ARTICLE 7. BOARD OF DIRECTORS

The affairs of this Master Association shall be managed by a Board of Directors of five (5) directors, except that the Board which shall serve until 25% of the Lots that May Be Included have been conveyed to Owners other than a Master Declarant, shall consist of three (3) directors. Directors shall be Members which, in the case of any Members who are not natural persons, may include the officers, directors, partners, members, employees, or authorized agents of each such Member. Notwithstanding the foregoing, the number of directors may be changed from time to time as provided in the Bylaws; provided, however that, except as provided above, the number of directors may not be greater than nine (9) nor less than five (5). The names and addresses of the Persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
David Siler, President/Director	9110 East Nichols, Suite 130, Englewood, Colorado 80112
Scott Huey, Treasurer/Director	9110 East Nichols, Suite 130, Englewood, Colorado 80112

The successors to the initial and subsequent Board of Directors shall be appointed or elected in the manner set forth in the Bylaws.

ARTICLE 8. DISSOLUTION

The Master Association may be dissolved, at a regular or special meeting of the Members, with the assent given in writing and signed by the Members to which at least percent (67%) of the votes in the Master Association are allocated. Upon dissolution of the Master Association other than incident to a merger or consolidation, the assets of the Master Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Master Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE 9. OFFICERS

The Board of Directors shall appoint a President, a Secretary, and a Treasurer, and may appoint such other officers as the Board, in accordance with the provisions of the Bylaws, believes will be in the best interests of the corporation. The officers shall have such duties as may be prescribed in the Bylaws and as may be designated by the Board of Directors from time to time, and shall serve at the pleasure of the Board of Directors.

ARTICLE 10. DURATION

The Master Association shall exist perpetually.

ARTICLE 11. LIMITED LIABILITY OF DIRECTORS AND OFFICERS; INDEMNIFICATION

Section 11.1. There shall be no personal liability, either direct or indirect, of any director or officer of the Master Association to the Master Association or its Members, for monetary damages for any breach(es) of fiduciary duty as a director or officer; except that this provision shall not eliminate the liability of a director or officer, to the Master Association or its Members, for monetary damages for any breach, act, omission or transaction as to which the Colorado Revised Nonprofit Corporation Act (as in effect from time to time) expressly prohibits the elimination of liability. This provision is effective on the date of incorporation of the Master Association, and shall not eliminate or limit the liability of a director or officer to the Master Association or to its Members for monetary damages for any act or omission occurring prior to such date. However, this provision shall not limit the rights of directors or officers of the Master Association for indemnification or other assistance from the Master Association. Also, this provision shall not restrict or otherwise diminish the provisions of Section 13-21-116(2)(b), Colorado Revised Statutes, as amended, or any other law that would limit or eliminate liabilities. Any repeal or modification of the foregoing provisions of this Article by the Members, or any repeal or modification of the provisions of the Colorado Revised Nonprofit Corporation Act which

permits the limitation or elimination of liability of directors or officers, shall not adversely affect any elimination of liability, or any right or protection, for any breach, act, omission or transaction that occurred prior to the time of such repeal or modification.

Section 11.2. The Master Association shall indemnify its directors and officers as now or hereafter required by the Colorado Revised Nonprofit Corporation Act or CCIOA, and may indemnify its directors, officers, and employees as otherwise permitted by law or as the Board may deem appropriate from time to time.

ARTICLE 12. AMENDMENTS

Amendment(s) of these Articles shall be approved if, at an annual or special meeting of the Members, the Votes cast by Members favoring the amendment exceed the Votes cast by Members opposing the amendment; provided, however, that no amendment to these Articles of Incorporation shall be contrary to or inconsistent with any provision of the Master Declaration. In addition to the foregoing, these Articles of Incorporation may be amended by a Vote of Members by written ballot as provided in the Bylaws of the Master Association.

Notwithstanding the foregoing, the Board of Directors may at any time amend these Articles of Incorporation, without Member action, if and to the extent provided in the Colorado Revised Nonprofit Corporation Act.

Notwithstanding anything to the contrary contained in this Article, the written approval of HUD or VA shall be required for any amendments enacted during the 75% Control Period if, at the time such amendment is enacted, HUD has insurance or VA has a guarantee(s) on one or more Security Interests and HUD or VA requires such approval.

ARTICLE 13. CONFLICT OF PROVISIONS

In case of any conflict between the Master Declaration and these Articles of Incorporation, the Master Declaration shall control. In the case of any conflict between these Articles of Incorporation and the Bylaws of the Master Association, the Articles of Incorporation shall control.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Colorado, the undersigned, the incorporator of this Master Association, has executed these Articles of Incorporation this 16th day of August, 2001.

Chantel M. Upchurch
Incorporator: Chantel M. Upchurch
Address: Rechlitz and Shimel, LLC
1660 South Albion Street, Suite 916
Denver, Colorado 80222

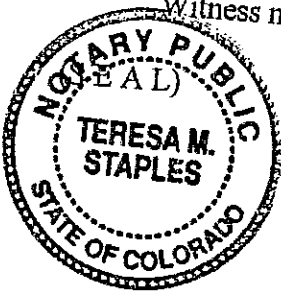
STATE OF COLORADO)

)ss.

CITY AND COUNTY OF DENVER)

The foregoing ARTICLES OF INCORPORATION OF BELLE CREEK MASTER ASSOCIATION, INC. were acknowledged before me this 6th day of August, 2001, by Chantel M. Upchurch, Incorporator.

Witness my hand and official seal.



Teresa M. Staples
Notary Public
My Commission expires: 12/02/03

CONSENT OF THE INITIAL REGISTERED AGENT

The undersigned hereby consents to the appointment by the Corporation as its Initial Registered Agent.

Anthony J. Rechnitz
Initial Registered Agent

STATE OF COLORADO)

)ss.

CITY AND COUNTY OF DENVER)

6th The foregoing Consent of the Initial Registered Agent was acknowledged before me this day of August, 2001, by Anthony J. Rechnitz, Initial Registered Agent.

Witness my hand and official seal.



Teresa M. Staples
Notary Public
My Commission expires: 12/02/03

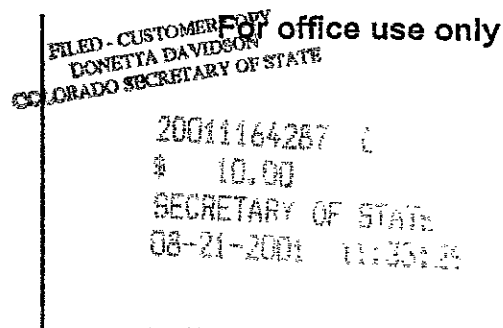
april 10 2002 11:55 AM
belle creek master hoa/articles of incorporation/20092.36001/8/3/01 11:55 AM

Mail to: Secretary of State
039

Please include a typed
self-addressed envelope

MUST BE TYPED
FILING FEE: \$10.00
MUST SUBMIT TWO COPIES

Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242



NOTICE OF TRANSFER OF RESERVED CORPORATE NAME
LIMITED LIABILITY COMPANY NAME OR LIMITED PARTNERSHIP NAME
OF

BELLE CREEK MASTER ASSOCIATION, INC.

Pursuant to the provisions of the Colorado Business Corporation Act, Colorado Limited Liability Company Act or the Colorado Limited Partnership Act of 1981, you are hereby notified that the undersigned has transferred to

Chantel M. Upchurch

whose address is 1660 S. Albion Street, Suite 916, Denver, CO 80222

the name of Belle Creek Master Association, Inc.

which was reserved in your office for the exclusive use of the undersigned on June 15, 2001, for a period of one hundred twenty days thereafter.

Joanne Spillman

Typed Name

1660 S. Albion Street, Suite 916

Typed Address

Denver, CO 80222

By

Joanne Spillman

Signature

Its

Incorporator

Title

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, Colorado 80202
(303) 894-2251
Fax (303) 894-2242

For office use only

FILED - CUSTOMER COPY
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

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\$ 10.00

SECRETARY OF STATE
06-15-2001 13:07:31

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FILING FEE: \$10.00
MUST SUBMIT TWO COPIES

PLEASE INCLUDE A TYPED
SELF-ADDRESSED ENVELOPE

APPLICATION FOR
RESERVATION OF NAME

To the Secretary of State of the state of Colorado:

Pursuant to the provisions of the Colorado Business Corporation Act, Colorado Nonprofit Corporation Act, Colorado Uniform Limited Partnership Act of 1981 or the Colorado Limited Liability Company Act, the undersigned hereby applies for reservation of the following name for a period of one hundred twenty days:

1ST CHOICE Belle Creek Master Association, Inc.

2ND CHOICE _____

3RD CHOICE _____

Joanne R. Spillman
(signature)

Incorporator
(title)

Joanne R. Spillman
Typed name of applicant

1660 South Albion Street, Suite 916
(address)

Denver, Colorado 80222

**ARTICLES OF INCORPORATION
OF
BELLE CREEK TOWNHOME ASSOCIATION, INC.**

In compliance with the requirements of the Colorado Revised Nonprofit Corporation Act, Sections 7-121-101 through 7-137-301, C.R.S., as amended, the undersigned, of full age, has this day, for the purpose of forming a non-profit corporation, certified as follows:

**ARTICLE 1.
NAME**

The name of the corporation is BELLE CREEK TOWNHOME ASSOCIATION, INC., hereafter called the "Association".

**ARTICLE 2.
PRINCIPAL OFFICE**

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SECRETARY OF STATE
02-11-2002 10:11:24

The principal office of the Association is 1805 Shea Center Drive, Suite 250, Highlands Ranch, CO 80129.

**ARTICLE 3.
REGISTERED AGENT**

Anthony J. Rechlitz, whose address is 1660 S. Albion St., Suite 916, Denver, Colorado 80222, is hereby appointed the initial registered agent of this Association, and such address shall be the registered address of this Association.

**ARTICLE 4.
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of certain property and improvements within the property described on Exhibit A to the Declaration, and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and to promote the health, safety and welfare of the residents within the Community, and to:

Section 4.1. exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Belle Creek Townhomes, hereinafter called the "Declaration," applicable to the Community and recorded or to be recorded in the Office of the Clerk and Recorder of Adams County, Colorado, as the same may be amended, clarified and supplemented from time to time, said Declaration being incorporated herein as if set forth at length (terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined herein);

Section 4.2. have and exercise any and all powers, rights and privileges which a corporation organized under the Colorado Revised Nonprofit Corporation Act by law may now or hereafter have or exercise;

Section 4.3. exercise any powers enumerated in the Bylaws of the Association; and

Section 4.4. exercise any other powers incidental to the governance and operation of the Association, including without limitation those powers granted in CCIOA.

**ARTICLE 5.
MEMBERSHIP**

The Owner(s) of each Lot which is now or hereafter subject to Assessment as provided in the Declaration, including contract sellers, shall be a Member of the Association. Following termination of the Community, the membership shall consist of all former Owners entitled to distribution of proceeds under CCIOA or their heirs, personal representatives, successors or assigns. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment by the Association. A transfer of membership shall occur automatically upon the transfer of title to the Lot to which the membership pertains.

**ARTICLE 6.
VOTING RIGHTS**

Section 6.1. All Members shall have voting rights as more fully provided in the Declaration, these Articles of Incorporation and the Bylaws of the Association, but subject to any limitations or restrictions contained therein.

Section 6.2. Cumulative voting is prohibited.

**ARTICLE 7.
BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of Directors of three (3) directors. Directors shall be Members which, in the case of any Members who are not natural persons, may include the officers, directors, partners, employees, members, or authorized agents of each such Member. Notwithstanding the foregoing, the number of directors may be changed from time to time as provided in the Bylaws; provided, however, that the number of directors may not be greater than seven (7) nor less than three (3). The names and addresses of the Persons who are to act in the capacity of directors until the selection of their successors are:

NAME

ADDRESS

Ronald S. Huey

1805 Shea Center Drive, Suite 250
Highlands Ranch, CO 80129

David Siler

1805 Shea Center Drive, Suite 250
Highlands Ranch, CO 80129

Mary-Lou Lane

1805 Shea Center Drive, Suite 250
Highlands Ranch, CO 80129

The successors to the initial and subsequent Board of Directors shall be appointed or elected in the manner set forth in the Bylaws.

**ARTICLE 8.
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by the Owners to which at least percent (67%) of the votes in the Association are allocated. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, Association, trust or other organization to be devoted to such similar purposes.

ARTICLE 9. OFFICERS

The Board of Directors shall appoint a president, a secretary, a treasurer and such other officers as the Board, in accordance with the provisions of the Bylaws, believes will be in the best interests of the Association. The officers shall have such duties as may be prescribed in the Bylaws and shall serve at the pleasure of the Board of Directors.

ARTICLE 10. DURATION

The Association shall exist perpetually.

ARTICLE 11. LIMITED LIABILITY OF DIRECTORS AND OFFICERS; INDEMNIFICATION

Section 11.1. There shall be no personal liability, either direct or indirect, of any director or officer of the Association to the Association or its Members, for monetary damages for any breach(es) of fiduciary duty as a director or officer; except that this provision shall not eliminate the liability of a director or officer, to the Association or its Members, for monetary damages for any breach, act, omission or transaction as to which the Colorado Revised Nonprofit Corporation Act (as in effect from time to time) expressly prohibits the elimination of liability. This provision is effective on the date of incorporation of the Association, and shall not eliminate or limit the liability of a director or officer to the Association or to its Members for monetary damages for any act or omission occurring prior to such date. However, this provision shall not limit the rights of directors or officers of the Association for indemnification or other assistance from the Association. Also, this provision shall not restrict or otherwise diminish the provisions of Section 13-21-116(2)(b), Colorado Revised Statutes, as amended, or any other law that would limit or eliminate liabilities. Any repeal or modification of the foregoing provisions of this Article by the Members, or any repeal or modification of the provisions of the Colorado Revised Nonprofit Corporation Act which permits the limitation or elimination of liability of directors or officers, shall not adversely affect any elimination of liability, or any right or protection, for any breach, act, omission or transaction that occurred prior to the time of such repeal or modification.

Section 11.2. The Association shall indemnify its directors and officers as now or hereafter required by the Colorado Revised Nonprofit Corporation Act or CCIOA, and may indemnify its directors, officers, and employees as otherwise permitted by law or as the Board may deem appropriate from time to time.

ARTICLE 12. AMENDMENTS

Section 12.1. Amendment(s) of these Articles shall be approved if the votes cast by Members favoring the amendment exceed the votes cast by Members opposing the amendment at an annual or special meeting of the Members at which a quorum is present in person or by proxy; provided, however, that no amendment to these Articles of Incorporation shall be contrary to or inconsistent with any provision of the Declaration. In addition to the foregoing, these Articles of Incorporation may be amended by a vote of Members by written ballot as provided in the Bylaws of the Association.


Section 12.2. Notwithstanding the foregoing, the Board of Directors may at any time amend these Articles of Incorporation, without Member action, as provided in the Colorado Revised Nonprofit Corporation Act at § 7-130-102.

Section 12.3. Notwithstanding anything to the contrary contained in this Article, the written approval of HUD or VA shall be required for any amendments enacted during the period of Declarant Control if, at the time such amendment is enacted, HUD has insurance or VA has guarantee(s) on one or more Security Interests and HUD or VA requires such approval.

ARTICLE 13. CONFLICT OF PROVISIONS

In case of any conflict between the Master Declaration and the Declaration, the Master Declaration shall control, and in any conflict between the Declaration and these Articles of Incorporation, the Declaration shall control. In the case of any conflict between these Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Colorado, the undersigned, the incorporator of this Association, has executed these Articles of Incorporation of Belle Creek Townhome Association, Inc., this 8th day of February, 2002.



Incorporator: Chantel M. Upchurch
Address: 1660 S. Albion St., Suite 916
Denver, Colorado 80222

CONSENT OF THE INITIAL REGISTERED AGENT

The undersigned hereby consents to the appointment by the Corporation as its Initial Registered Agent.



Anthony J. Rechnitz, Initial Registered Agent

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 21st day of August 2002 (the "Effective Date"), by and between BELLE CREEK, LLC, a Colorado limited liability company ("Grantor"), and the CITY OF COMMERCE CITY, Colorado ("Grantee").

RECITALS

A. Grantor is the fee simple holder of that certain real property located in the City of Commerce City, County of Adams, State of Colorado, legally described on **Exhibit B** attached hereto and incorporated herein by this reference (the "Grantor Property").

B. Grantor wishes to grant to Grantee, and Grantee wishes to receive from Grantor, a perpetual, non-exclusive easement on, above, over, under, through and across that portion of the Grantor Property described and depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the "Easement Area"), upon the terms and subject to the conditions contained herein, for the purpose of constructing, installing, maintaining, replacing and repairing a storm drainage way.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement on, above, over, under, through and across the Easement Area (the "Use Easement") in order to install, construct, maintain, replace and repair a storm drainage way and related improvements, together with the perpetual and permanent right to enter upon the Easement Area for said purposes.

2. Repair and Restoration of the Easement Area. Grantee agrees to promptly repair and restore, at its sole cost and expense, any portion of the Grantor Property which may be damaged or disturbed as a result of the installation, operation, maintenance, replacement and repair of the storm drainage way and related improvements located within the Easement Area.

3. No Impediments. Neither Grantor nor Grantee may construct, place or locate on the Easement Area any building, structure or other improvement which interferes with, obstructs or impedes the other party's use of the Easement Area.

4. Use by Grantor. Grantor hereby reserves the right to use the Easement Area for uses not inconsistent with Grantee's use permitted hereby.

5. Binding; Touch and Concern. Each and every one of the benefits of this agreement shall inure to and be binding upon the respective legal representatives, heirs, executors,

administrators, successors and assigns of the parties hereto. The easement herein granted touches and concerns the real property of the Grantor and shall be deemed a covenant running with said property in perpetuity.

6. Assignment; Dedication. Grantor acknowledges and agrees that, notwithstanding anything to the contrary in this Agreement, Grantee shall have the unilateral right to dedicate any and all of its right, title and interest granted herein to Commerce City.

7. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Colorado.

8. Severability; Waiver. In the event any provision of this Agreement is held to be invalid or void, it shall not affect the validity of the remaining provisions. No waiver of any breach of this Agreement shall be deemed to be a waiver of any other subsequent breach.

9. Attorneys' Fees. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be awarded reasonable expenses, attorneys' fees and costs from the non-prevailing party.

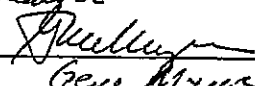
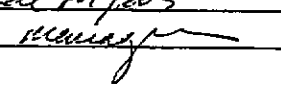
10. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument.

11. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and may be modified only in a writing signed by both parties hereto, or their respective successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Landscape Easement Agreement as of the date first written above.

GRANTOR:

BELLE CREEK, LLC, a Colorado limited liability company *by New Town Builders LLC its managing member*

By: 
Name: Gene Myers
Its: 

Signatures Continued on Following Page

GRANTEE:

CITY OF COMMERCE CITY

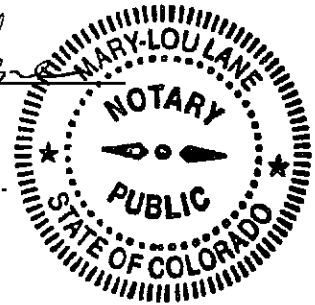
By: [Signature] PERRY VANDEVENTER
Name: [Signature]
Its: CITY MANAGER

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 2nd day of July, 2002,
by Gene Myers as Manager of BELLE CREEK, LLC, a
Colorado limited liability company.

[Signature]
Notary Public

My Commission Expires: Nov. 30, 2005



STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 21st day of August, 2002,
by Perry Van Deventer as City Manager of the City of Commerce
City, Colorado.

[Signature]
Notary Public

My Commission Expires: 7/7/05

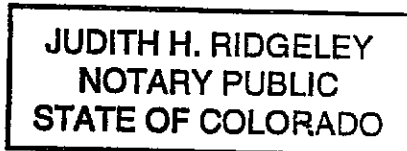


EXHIBIT "A"
LEGAL DESCRIPTION FOR STORM SEWER EASEMENT
SHEET 1 OF 2

LEGAL DESCRIPTION

A PARCEL OF LAND 20 FEET (20') IN WIDTH BEING A PART BLOCK 1, OF BELLE CREEK FILING 2, A SUBDIVISION PLAT RECORDED IN FILE 18 AT MAP 560 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS FOR THIS LEGAL DESCRIPTION ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10 WHICH BEARS SOUTH 00°18'34" EAST ACCORDING TO SAID BELLE CREEK FILING 2 AND IS MONUMENTED BY A 3 1/2" ALUM CAP, STAMPED L.S. 7361 IN A RANGE BOX FOR THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10 AND BY A 3 1/2" ALUM CAP, STAMPED L.S. 7361 FOR THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10,

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10;

THENCE SOUTH 89°35'15" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, AND ALONG THE NORTHERLY BOUNDARY LINE OF SAID BELLE CREEK SUBDIVISION FILING 2, A DISTANCE OF 35.00 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 1, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°18'39" EAST ALONG THE EASTERLY BOUNDARY OF SAID BLOCK 1, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 89°35'15" WEST, A DISTANCE OF 576.86 FEET;

THENCE SOUTH 45°23'51" WEST, A DISTANCE OF 761.44 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF BELLE CREEK FILING 2;

THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES:

- 1) THENCE NORTH 40°58'04" WEST, A DISTANCE OF 20.04 FEET;
- 2) THENCE NORTH 45°23'51" EAST, A DISTANCE OF 768.29 FEET;
- 3) THENCE NORTH 89°35'15" EAST, A DISTANCE OF 585.02 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 26,916 sq. ft., MORE OR LESS.

I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING

THOMAS D. STAAB, P.L.S. 25965
FOR AND ON BEHALF OF CARROLL & LANGE

DATE



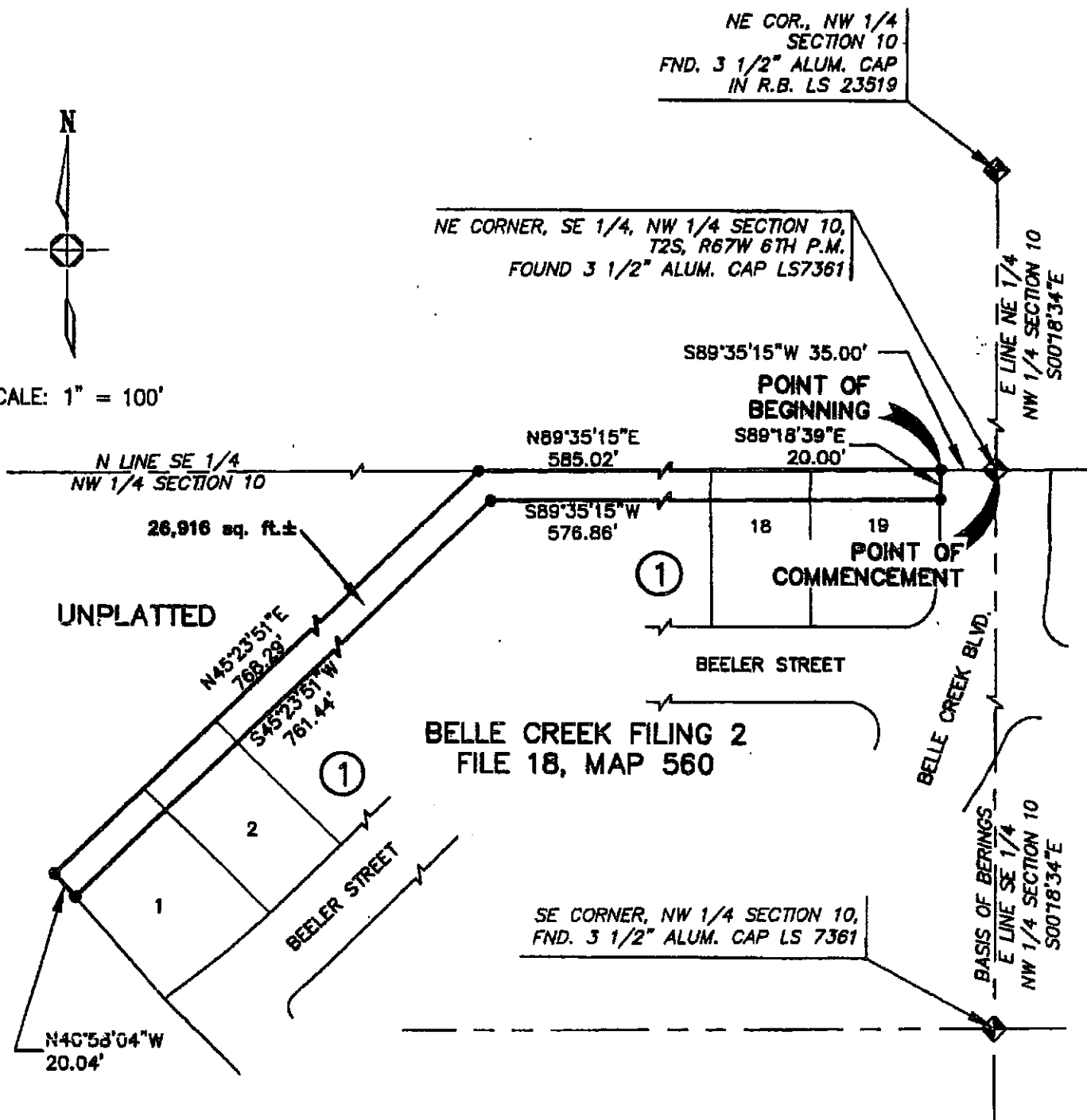
Carroll & Lange
Professional Engineers & Land Surveyors
165 South Union Blvd., Suite 156
Lakewood, Colorado 80228
(303) 986-0200

EXHIBIT "A"

SHEET 2 OF 2



SCALE: 1" = 100'



NOTE:

- Denotes Change of Direction Only. This exhibit does not represent a monumented survey. It is intended only to depict the attached legal description.



Carroll & Lange

Professional Engineers & Land Surveyors
165 South Union Blvd., Suite 156
Lakewood, Colorado 80228
(303) 980-0200

EXHIBIT B

Legal Description of the Grantor Property

Lots 1 through 19, inclusive, Block 1, Belle Creek Filing No. 2, a subdivision plat recorded in File 18 at Map 560 of the records of the Adams County Clerk and Recorder, located in Section 10, Township 2 South, Range 67 West of the 10 Principal Meridian, County of Adams, State of Colorado.

ANNEXATION OF ADDITIONAL LAND FOR RESIDENTIAL LOT(S) TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF BELLE CREEK

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, BELLE CREEK LLC, a Colorado limited liability company ("Master Declarant") has heretofore executed and caused to be recorded that certain Master Declaration of Covenants, Conditions, and Restrictions of Belle Creek, recorded in the office of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented from time to time ("Master Declaration") (terms which are defined in the Master Declaration shall have the same meanings herein unless otherwise defined); and

WHEREAS, Section 15.5 of the Master Declaration permits the annexation of the Annexable Area or any portion(s) thereof, by the Master Declarant until automatic expiration of such right as provided in Section 15.5.2 of the Master Declaration, without the consent of any other Owners, Security Interest Holders, or any other Person; and

WHEREAS, the Master Declarant's right of annexation without consent has not expired; and

WHEREAS, the plat of Belle Creek Filing ___, recorded in the office of the Clerk and Recorder of Adams County, Colorado, as amended ("Plat"), includes the property described on Exhibit A attached hereto and incorporated herein by this reference ("Annexed Property").

NOW, THEREFORE, the Master Declarant hereby annexes the Annexed Property to the Master Declaration effective upon recording of this document in the office of the Clerk and Recorder of Adams County, Colorado, and in furtherance thereof states and declares as follows:

1. The Master Declarant is the Owner of the Lot(s) created by recording of this document in Adams County, Colorado.
2. The Annexed Property consists of one or more Lots and shall have the lot and block number designated on the Plat.
3. No Common Elements are included in the Annexed Property.
4. Each of the Lots in the Annexed Property is a Residential Lot.
5. Upon recording of this document in Adams County, Colorado, the Allocated Interests shall be reallocated among the Lots which are subject to the Master Declaration, including without limitation the Lot(s) in the Annexed Property, in accordance with the fraction that is set forth in Section 1.3 of the Master Declaration.
6. Upon recording of this document in Adams County, Colorado, the Votes shall be reallocated among the Lots which are subject to the Master Declaration, including without limitation the Lot(s) in the Annexed Property, in accordance with the formula that is set forth in Section 1.40 of the Master Declaration.

ALL PROVISIONS of the Master Declaration, as supplemented and amended, including, but not limited to, those provisions regarding obligations to pay Assessments to the Master Association and any right cast votes as Members, shall apply to the Annexed Property at such time as this Annexation of Additional Land has been recorded in Adams County, Colorado.

IN WITNESS WHEREOF, the Declarant has hereunto set is hand and seal this ____ day of _____, 2001.

BELLE CREEK LLC,
a Colorado limited liability company by New
Town Builders its Managing Member

By: _____
Gene W. Myers
Its: Manager

STATE OF COLORADO)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by Gene W. Myers as Manager of BELLE CREEK LLC, a Colorado limited liability company.

Witness my hand and official seal.

(SEAL)

Notary Public

My Commission expires: _____

EXHIBIT A
TO
ANNEXATION OF ADDITIONAL LAND FOR RESIDENTIAL LOT(S) TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF BELLE CREEK

The following property located in Belle Creek Filing 1, recorded in the office of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented:

Lot 4, Block 4.