



**MODIFICATION AND SUPPLEMENT TO THE
DESIGN STANDARDS
OF
THE HEIGHTS AT JACKSON CREEK FILING NO. 1 AND NO. 2**

This Modification and Supplement to the Design Standards of the Heights at Jackson Creek Filing No.1 and No. 2 (the "Modification/Supplement") is made this 24 day of September, 2001 by Elite Properties of America, Inc., a Colorado Corporation (the "Declarant").

The Declarant recorded a Declaration of Covenants, Conditions and Restrictions for Lots 1-161, inclusive, in The Heights at Jackson Creek Filing No. 1, on April 15, 1999, Reception No. 099058620 and a Declaration of Covenants, Conditions and Restrictions for lots 1-152, inclusive, in The Heights at Jackson Creek Filing No. 2, on September 28, 1999, Reception No. 99152137 (the "Declarations"). Pursuant to the Declarations, the Declarant promulgated and adopted Design Standards The Heights at Jackson Creek Filing No. 1 and No. 2, (the "Design Standards") and recorded the Design Standards on May 4, 2000, at Reception No. 2005009 of the real property records of the County of El Paso, State of Colorado:

WHEREAS, Articles 2, Sections 2.1 of the respective Declarations permit the Declarant to modify or supplement the Design Standards from time to time in its reasonable discretion;

WHEREAS, the Declarant desires to make certain modifications and to supplement certain provisions of the Design Standards;

NOW THEREFORE, the Declarant does hereby amend and supplement the following paragraphs of the Design Standards as follows, and the terms conditions, restrictions, limitations and obligations set forth below shall be deemed incorporated by the Design Standards and shall be a part thereof, and as such shall from hereinafter be considered controlling in regards to any prior provision that conflicts with any express provision of this Modification/Supplement. Any provision of the Design Standards which is not specifically addressed herein shall not otherwise be affected.

1. Fencing and Privacy Screen.

Section II, paragraph 1(l) of the Design Standards, entitled "Fencing and Privacy Screen," is amended to add the following additional guidelines as follows: For interior Lots only, 4x4 posts, rather than the 6x6 posts referenced currently in Appendix II, may be utilized on side and rear property lines. Lots which are adjacent to common areas and the fronts and sides of corner lots must continue to utilize 6x6 posts. On a corner Lot, no side Lot fence shall be installed which is less than fifteen feet from the street curb. Cedar fencing materials may be substituted for pressure treated wood so long as the cedar fencing materials are stained a natural color that harmonizes with the color of the home. Cedar fencing materials substituted for pressure treated wood must comply with the same size, design, setback and construction guidelines established for pressure treated wood.

2. Exterior Materials and Finishes.

Section II, paragraph 3(e) of the Design Standards, entitled "Exterior Materials and Finishes," is amended to add the following additional guidelines as follows: Except as the Jackson Creek Design Review Committee (the "Committee") may authorize and approve for garden and walkout foundations, concrete foundation walls will not be exposed more than 6". Roof jacks must be painted to match the roof color or the trim color of the fascia.

3. Timeframe for Landscape Completion/Penalties.

Section II, paragraph 2(a) of the Design Standards, entitled "Landscape Concept," shall be amended to include the following language: Landscape plans shall be submitted to The Committee within sixty (60) days following occupancy or authorization for occupancy. Thereafter, Completion and installation of work pursuant to Landscape plans approved by the Committee shall be accomplished by the Owner(s) within six months following occupancy or authorization for occupancy, unless a request for extension is approved and written permission for a specific extension period is granted by the Committee. If, upon the Committee's inspection and in its sole discretion, an Owner has not substantially completed the work necessary to complete and comply with the specifications of an approved Landscape plan, the Committee may impose fines against the Owner in an amount of \$50.00 dollars per week until the approved Landscape plan has been substantially completed. The cumulative amount of the fine may be enforced and collected in the same manner as a lien for costs pursuant to Articles 4, paragraphs 4.1 entitled, "Enforcement" of the respective Declarations.

4. Relation of this Modification Supplement to the Design Standards.

A. The provisions contained in this Modification/Supplement shall modify, amend, and be in addition and supplemental to the provisions contained in the Design Standards. All future reference to the Design Standards shall mean the Design Standards as modified and supplemented hereby, and as previously or subsequently amended and supplemented.

B. The recording of this Modification/Supplement shall apply prospectively to all Owners and to all Landscape Plans submitted to The Committee for approval following the date on which the applicable Design Standard shall have been adopted by the Declarant and notice thereof sent to all affected Owners.

5. Acceptance of Modification/Supplement Provisions.

Each Owner covenants and agrees, by acceptance of any right, title or interest for such Lot pursuant to the Declaration, to be bound by the terms and provisions of the Design Standards as amended by Modification/Supplement.

J. Patrick Kelly El Paso Cty, CO
09/25/2001 03:25
Doc \$0.00 Page
Rec \$20.00 3 of 4

201139584

6. General.

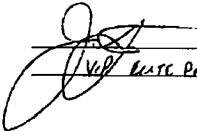
A. If any of the provisions of this Modification/Supplement or any paragraph, sentence, clause, phrase or application thereof in any circumstances shall be invalidated, such invalidity shall not affect the validity of the remainder of this Modification/Supplement, and such invalidity shall not affect the validity of any other provision, paragraph, sentence, clause, phrase or work.

B. The covenants, terms and provisions of this Modification/Supplement shall be binding upon and shall inure to the benefit of the Declarant, the Committee, and each Owner of a Lot, and the heirs, personal representatives, successors and assigns of each of them. Except as amended hereby, the Design Standards shall continue in full force and effect in accordance with its unamended provisions.

IN WITNESS WHEREOF, the undersigned has executed this document as of
9.24.01, 2001.

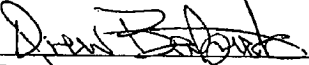
DECLARANT:

Elite Properties of America, Inc.,
a Colorado Corporation.

By: 
Its: VP Elite Properties of America, Inc.

(SEAL)

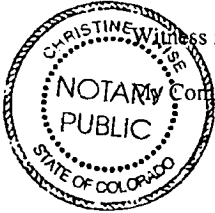
ATTEST:


Secretary

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

The foregoing instrument was acknowledged before me this 24th day of September, 2001, by Joseph Lordott, as Vice President of Elite Properties of America, Inc., a Colorado Corporation.

Witness my hand and official seal.



My Commission Expires: 12-02-2001

Christine D. Wise
Notary Public

J Patrick Kelly El Paso Cty, CO 201139584
09/25/2001 03:25
Doc \$0.00 Page
Rec \$20.00 4 of 4