

STATE OF COLORADO

COUNTY OF EL PASO

Indexing Note: Please index in grantee's index under "Wolf Ranch Residential Property" and "Wolf Ranch Owners Association, Inc." and in grantor's index under "Norwood Limited, Inc.," and "Villages at Wolf Ranch, LLC"

Upon recording, please return to:

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SUPPLEMENT TO THE
COMMUNITY CHARTER FOR WOLF RANCH RESIDENTIAL PROPERTY
AND THE
COMMUNITY COVENANT FOR WOLF RANCH
(Villages at Wolf Ranch, Filings 1-4)

THIS SUPPLEMENT is made by Norwood Limited, Inc., a Colorado corporation, its successors and assigns (the "**Founder**"), and Villages at Wolf Ranch, LLC, a Colorado limited liability company, its successors and assigns ("**Villages**").

BACKGROUND

Founder Affiliates are the developer of the planned community located in El Paso County, Colorado, known as Wolf Ranch. Founder and Westcreek at Wolf Ranch, LLC ("Westcreek") executed and filed that Community Charter for Wolf Ranch Residential Property, which was recorded on October 29, 2003, at Reception No. 203254733, in the Office of the Clerk and Recorder of El Paso County, Colorado (such Community Charter, as it may be amended or supplemented from time to time, is referred to in this Supplement as the "**Charter**"). Founder and Westcreek also executed and filed that Community Covenant for Wolf Ranch, which was recorded on October 29, 2003, at Reception No. 203254734, in the Office of the Clerk and Recorder of El Paso County, Colorado (such Community Covenant, as it may be amended or supplemented from time to time, is referred to in this Supplement as the "**Covenant**").

The property subject to the Charter constitutes a "planned community," as defined in the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, et seq (the "Act"). This Supplement, together with the plat referenced on Exhibit "A," constitutes an amendment pursuant to C.R.S. §38-33.3-210(1) to exercise the development right to add real estate to the planned community.

Pursuant to Section 17.1 of the Charter and Section 4.1 of the Covenant, the Founder reserved the right to expand the Wolf Ranch community by recording one or more Supplements submitting to the terms of the Charter and the Covenant all or any portion of the additional property described on Exhibit

"B" of the Charter and Exhibit "B" of the Covenant, respectively (the "**Expansion Property**"). Section 17.3 of the Charter authorizes the Founder to impose additional covenants and easements on property described in any Supplement. Any such Supplement requires the consent of the owner of the property being submitted, if other than the Founder.

The property described on Exhibit "A" to this Supplement (the "**Additional Property**") is a portion of the Expansion Property. Villages, as the owner of the Additional Property, desires to submit the Additional Property to the terms of the Charter and the Covenant.

NOW, THEREFORE, Founder and Villages hereby submit the real property described on Exhibit "A" of this Supplement to the provisions of the Charter, the Covenant, and this Supplement, which shall hereafter encumber the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplement shall also be binding upon and benefit Wolf Ranch Owners Association, Inc., a Colorado nonprofit corporation, its successors and assigns (the "**Association**") and Wolf Ranch Community Council, Inc., a Colorado nonprofit corporation, its successors and assigns (the "**Council**"), in accordance with the terms of the Charter and the Covenant, respectively.

ARTICLE I Definitions

The definitions set forth in Chapter I of the Charter are incorporated by reference in this Supplement.

ARTICLE II Reservation of Development Rights

The Founder hereby reserves for itself, its successors and assigns, any Founder Affiliate, and any Builder it may designate, the right, during the Development and Sale Period, to record an amendment to this Supplement or the Charter and the plat referenced in Exhibit "A" to:

(a) create Units, Common Areas, and Limited Common Areas, and to designate roadways, within any portion of the Additional Property which it owns, subject to the limitation on the number of Units that may be created set forth in Section 3.1 of this Supplement;

(b) subdivide or combine any Unit or Units which it owns within the Additional Property in order to create larger or additional Units, Common Areas, and/or Limited Common Areas, subject to the limitation on the number of Units in Wolf Ranch set forth in Section 17.1 of the Charter and subsection (b) above;

(c) convert any Unit which it owns within the Additional Property into Common Area, Limited Common Area, or roadways;

(d) adjust the boundaries of any Common Area or Limited Common Area within the Additional Property; and

(e) amend this Supplement to withdraw from the Community and the coverage of this Supplement any portion of the Additional Property that is unimproved. This right may be exercised

separately as to each portion of the Additional Property that is the subject of a separately recorded subdivision map or plat; however, the right may not be exercised with respect to any property on a particular subdivision map or plat after a Unit shown on such map or plat has been conveyed to a Person other than a Builder. "Unimproved" means that no permanent structure has yet been completed on the property. Any such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Founder. If the property is Common Area, the Association shall consent to such withdrawal.

The rights described above may be exercised with respect to different portions of the Additional Property at different times. The Founder gives no assurances as to the boundaries of the parcels as to which it may exercise such rights, or as to the order in which the rights may be exercised with respect to different portions of the Additional Property. Any exercise of the development rights reserved in this Article shall be in accordance with the terms of C.R.S. §38-33.3-210.

ARTICLE III

Identification of Units and Reallocation of Allocated Interests

3.1 Identification of Units; Maximum Number. Each Unit, if any, within the Additional Property shall be identified by unique number in Exhibit A or on the recorded plat referenced in Exhibit A. Upon the exercise of the development right reserved under Article II to create Units within any portion of the Additional Property, or to subdivide any Unit previously created, a plat shall be recorded reflecting the boundaries and identifying number of each Unit so created, in addition to such other information as is required by C.R.S. §38-33.3-209. A maximum of 135 Units may be created within the Additional Property.

3.2 Reallocation of Allocated Interests. Upon the creation of additional Units within the Additional Property, the voting rights in the Association shall automatically be reallocated among all Units within the Community so that the vote assigned to each Unit is equal to that of each other Unit. Liability for Common Expenses shall automatically be reallocated among all of the Units as provided in Chapter 12 of the Charter.

ARTICLE IV

Additional Covenants, Restrictions and Easements

The recording data for any recorded easements and licenses appurtenant to the Additional Property or to which any portion of the Additional Property is or may become subject is set forth on Exhibit "A-1" of this Supplement.

Additional covenants, restrictions and easements, if any, applicable to the Additional Property are set forth in Exhibit "B" of this Supplement and shall be binding upon the owners and occupants of Units within the Additional Property, their guests and invitees, in addition to the provisions of the Charter and the Covenant.

ARTICLE V
Designation of Neighborhoods and Service Areas

Pursuant to Sections 3.2 and 3.4 of the Charter, the Additional Property shall be assigned to the Neighborhood(s) and Service Area(s), if any, specified on Exhibit A.

ARTICLE VI
Amendment

6.1. By Founder or Association.

The Founder and the Association shall have the right and authority to amend this Supplement in the same manner and to the same extent as they are authorized to amend the Charter pursuant to Article 21 thereof or the Act.

6.2. By Owners.

Except as otherwise specifically provided above, this Supplement may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Units within the Additional Property and the written consent of the Association, acting through its board of directors. In addition, during the Development and Sale Period, as defined in the Charter, the consent of the Founder shall be required.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

6.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of the Founder or without the written consent of the Founder (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Supplement, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. No action to challenge the validity of an amendment may be brought more than two years after its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplement.

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EXHIBIT "A"

Additional Property

Neighborhood Designation: Villages

Real Property in the City of Colorado Springs, El Paso County, Colorado, and being more particularly described as the Lots shown in the plats of Villages at Wolf Ranch Subdivision Filing No. 1-4, inclusive, to be recorded in the Office of the Clerk and Recorder of El Paso County, Colorado;

Each of such Lots in Filings No. 1-4, inclusive, shall be subject to the Charter and the Covenant upon recordation of the plats thereof in the records of the Clerk and Recorder of El Paso County, Colorado.

All or a portion of the property described above is subject to the recorded easements and/or licenses described on Exhibit "A-1."

EXHIBIT "A-1"

Easements and Licenses

All those easements and rights of way shown or described on the recorded plats referenced on Exhibit "A"; and

All covenants, conditions, reservations, rights of way, easements and restrictions of record in the records of the Clerk and Recorder of El Paso County, Colorado that affect the Additional Property.

EXHIBIT "B"

Additional Covenants, Restrictions and Easements

The following Covenants, Restrictions and Easements shall apply to the Additional Property, in addition to the terms of the Charter and Covenant:

NONE AT THIS TIME