

EXHIBIT A
TO
CONDOMINIUM DECLARATION
FOR
SIERRA POINTE CONDOMINIUMS
(formerly known as Snapfinger Woods Condominiums)

Legal description of the Property:

A portion of Lot 1, Block 1, PARKMOOR VILLAGE, FILING NO. 2,
City of Colorado Springs, County of El Paso, State of Colorado,

EXCEPTING AND EXCLUDING that portion of Lot 1, Block 1,
PARKMOOR VILLAGE, FILING NO. 2, described as follows:

Beginning at the Southwest corner of said
Lot 1, Block 1, running thence North
18°08'00" West along the Westerly line of
said Lot 1, Block 1, a distance of 365.00
feet; thence North 86°20'00" East, a
distance of 60.00 feet; thence South
32°00'00" East, a distance of 50.00 feet;
thence South 38°20'00" East, a distance of
65.00 feet; thence South 62°00'00" East, a
distance of 48.00 feet; thence South
5°57'45" East, a distance of 236.06 feet to
the South line of said Lot 1, Block 1,
thence North 90°00'00" West along said
South line a distance of 80.00 feet to the
POINT OF BEGINNING, County of El Paso,
State of Colorado.

EXHIBIT B
TO
CONDOMINIUM DECLARATION
FOR
SIERRA POINTE CONDOMINIUMS
(formerly known as Snapfinger Woods Condominiums)

<u>Condominium Unit No.</u>	<u>Fractional Interest *</u>	<u>Condominium Unit No.</u>	<u>Fractional Interest *</u>
3110A	.00305	3140K	.00312
3110B	.00305	3140L	.00312
3110C	.00305	3140M	.00312
3110D	.00305	3140N	.00312
3110E	.00305	3140O	.00388
3110F	.00305	3140P	.00388
3110G	.00305	3140R	.00312
3110H	.00387		
3120A	.00312	3150A	.00316
3120B	.00312	3150B	.00316
3120C	.00312	3150C	.00316
3120D	.00312	3150D	.00316
3120E	.00312	3150E	.00316
3120F	.00424	3150F	.00316
3120G	.00471	3150G	.00316
3120H	.00312	3150H	.00316
3130A	.00388	3210A	.00316
3130B	.00424	3210B	.00316
3130C	.00471	3210C	.00494
3130D	.00388	3210D	.00494
3130E	.00312	3210E	.00494
3130F	.00424	3210F	.00494
3130G	.00471		
3130H	.00312		
3140A	.00388	3220A	.00388
3140B	.00424	3220B	.00388
3140C	.00471	3220C	.00388
3140D	.00388	3220D	.00388
3140E	.00388	3220E	.00388
3140F	.00312	3220F	.00388
3140G	.00312	3220G	.00388
3140H	.00388	3220H	.00388
3140J	.00312	3220J	.00424
		3220K	.00388
		3220L	.00388
		3220M	.00471

<u>Condominium Unit No.</u>	<u>Fractional Interest *</u>	<u>Condominium Unit No.</u>	<u>Fractional Interest *</u>
3230A	.00424	3425A	.00388
3230B	.00312	3425B	.00424
3230C	.00312	3425C	.00471
3230D	.00471	3425D	.00388
3230E	.00312	3425E	.00312
3230F	.00312	3425F	.00424
3230G	.00312	3425G	.00471
3230H	.00312	3425H	.00312
3240A	.00424	3435A	.00424
3240B	.00312	3435B	.00388
3240C	.00312	3435C	.00388
3240D	.00471	3435D	.00471
3240E	.00424	3435E	.00388
3240F	.00388	3435F	.00312
3240G	.00388	3435G	.00312
3240H	.00388	3435H	.00471
3250A	.00305	3430A	.00305
3250B	.00305	3430B	.00305
3250C	.00305	3430C	.00305
3250D	.00305	3430D	.00305
3250E	.00305	3430E	.00305
3250F	.00305	3430F	.00305
3250G	.00305		
3250H	.00305		
3260A	.00424	3440A	.00312
3260B	.00312	3440B	.00424
3260C	.00312	3440C	.00471
3260D	.00471	3440D	.00312
3260E	.00312	3440E	.00388
3260F	.00312	3440F	.00312
3260G	.00312	3440G	.00312
3260H	.00312	3440H	.00388
3405A	.00424	3440J	.00312
3405B	.00312	3440K	.00312
3405C	.00312	3440L	.00312
3405D	.00471	3440M	.00312
3405E	.00312	3440N	.00312
3405F	.00312	3440P	.00424
3405G	.00312	3440Q	.00471
3405H	.00312	3440R	.00312
3415A	.00305	3440S	.00388
3415B	.00305	3440T	.00312
3415C	.00305	3440U	.00312
3415D	.00305	3440V	.00388
3415E	.00305		
3415F	.00387		

<u>Condominium Unit No.</u>	<u>Fractional Interest *</u>	<u>Condominium Unit No.</u>	<u>Fractional Interest*</u>
3450A	.00312	3485J	.00388
3450B	.00424	3485K	.00312
3450C	.00471	3485L	.00312
3450D	.00312	3485M	.00388
3450E	.00388		
3450F	.00388	3510A	.00312
3450G	.00388	3510B	.00424
3450H	.00388	3510C	.00471
		3510D	.00312
3460A	.00388	3510E	.00312
3460B	.00424	3510F	.00312
3460C	.00471	3510G	.00312
3460D	.00388	3510H	.00312
3460E	.00312		
3460F	.00424	3515A	.00316
3460G	.00471	3515B	.00316
3460H	.00312	3515C	.00316
		3515D	.00316
3470A	.00305	3515E	.00316
3470B	.00305	3515F	.00316
3470C	.00305		
3470D	.00305	3520A	.00387
3470E	.00305	3520B	.00305
3470F	.00305	3520C	.00305
3470G	.00305	3520D	.00305
3470H	.00387	3520E	.00305
		3520F	.00305
3475A	.00312	3520G	.00305
3475B	.00388	3520H	.00305
3475C	.00388		
3475D	.00312	3525A	.00316
3475E	.00312	3525B	.00316
3475F	.00312	3525C	.00316
3475G	.00312	3525D	.00316
3475H	.00312	3525E	.00316
3475J	.00388	3525F	.00316
3475K	.00312	3525G	.00494
3475L	.00312	3525H	.00494
3475M	.00388		
		3530A	.00312
3485A	.00424	3530B	.00424
3485B	.00312	3530C	.00471
3485C	.00312	3530D	.00312
3485D	.00471	3530E	.00388
3485E	.00424	3530F	.00424
3485F	.00388	3530G	.00471
3485G	.00388	3530H	.00388
3485H	.00471		

<u>Condominium Unit No.</u>	<u>Fractional Interest *</u>	<u>Condominium Unit No.</u>	<u>Fractional Interest *</u>
3535A	.00388	3445H	.00316
3535B	.00312	3445J	.00316
3535C	.00312	3445K	.00316
3535D	.00388	3445L	.00316
3535E	.00312	3445M	.00316
3535F	.00312		
3535G	.00312	3455A	.00388
3535H	.00312	3455B	.00312
3535J	.00312	3455C	.00312
3535K	.00388	3455D	.00388
3535L	.00388	3455E	.00312
3535M	.00312	3455F	.00312
		3455G	.00312
3445A	.00494	3455H	.00312
3445B	.00494		
3445C	.00316	3465A	.00316
3445D	.00316	3465B	.00316
3445E	.00316	3465C	.00494
3445F	.00316	3465D	.00494
3445G	.00316	3465E	.00316
		3465F	.00316
		3465G	.00316
		3465H	.00316
		3465J	.00316
		3465K	.00316

* Undivided interest in the Common Elements appurtenant, and fraction of assessment responsibility allocable, to each Condominium Unit.

EXHIBIT C
TO
CONDOMINIUM DECLARATION
FOR
SIERRA POINTE CONDOMINIUMS
(formerly known as Snapfinger Woods Condominiums)

The following documents are recorded in the office of the Clerk and Recorder of El Paso County, Colorado:

All deposits of coal contained in said lands, together with the right to go upon said lands, without interfering in any way with the improvements or crops thereon of the second party, his heirs or assigns, for the purpose of drilling the said lands in prospecting for any such deposits of coal, and the further right to mine and remove all such deposits, if any, from the said lands, together with such use and occupation of such portions thereof as may be reasonably necessary for mining and transportation purposes while said coal, if any, is being mined and removed; and should the surface of any of the said lands be permanently appropriated for such mining purposes, the said parties of the first part shall pay the party of the second part for the same, such fair and reasonable sum of money as they may agree upon at the time, which, in case of disagreement between them as to the fair valuation, shall be determined by arbitration in the usual and customary manner, as reserved in deed recorded March 31, 1917 in Book 569 at Page 34, El Paso County, Colorado, Records, as Reception No. 242540.

Easement and right of way for ingress and egress over and across the easement premises, and for the construction of subsurface utilities, as granted to Levitt Multihousing Corp., a Delaware Corporation, by Parkmoor Village Associates, a Limited Partnership, in the instrument recorded May 3, 1973 in Book 2583 at Page 404, the specific location is not yet defined.

Easement as granted to the City of Colorado Springs by instrument recorded September 14, 1973 in Book 2622 at Page 03, the specific location of which is indefinite.

Easement and right of way for sewer lines, as granted to City of Colorado Springs by Levitt Multihousing Corp., in the instrument recorded May 14, 1976 in Book 2829 at Page 387, affecting the following property:

A strip of land being 20.00 feet in width, 10.00 feet on each side of the following described line:
Commencing at the Southeast corner of Parkmoor Village, Filing No. 2 in the City of Colorado Springs as shown on the plat thereof recorded in Plat Book X-2 at Page 73 of said El Paso County public records; thence N90°00'00"W along the South line thereof 39.82 feet;

thence N01°21'00"E 431.36 feet, parallel to the East line of said plat, to the Point of Beginning of said 20.00 foot strip; thence continue N0°21'00"E 434.00 feet; thence N83°13'58"E 40.13 feet to a point on the Easterly boundary of said Filing No. 2 that is S0°21'00"W 15.03 feet, from the Northeast corner thereof.

Easement and right of way for sewer lines as granted to Parkmoor Village Associates, a Limited Partnership, by Levitt Multihousing Corp., a Delaware Corporation, in the instrument recorded September 14, 1976 in Book 2860 at Page 82, affecting the following described property:

A strip of land being 20 feet in width, 10 feet on each side of the following described line:
Commencing at the Southeast corner of Parkmoor Village Filing No. 2 in the City of Colorado Springs, as shown in Plat Book X2 at Page 73 of the records of said El Paso County; thence N00°21'00"E along the East line of said plat 348.00 feet to the True Point of Beginning of said 20 foot strip; thence N25°30'00"W 115.00 feet, more or less, to abut that easement conveyed to the City of Colorado Springs as described in the instrument recorded in Book 2829 at Pages 385 and 386 of said records, said abutment being the Point of Terminus of said easement.

Any and all existing leases and tenancies including but not limited to Memorandum of Lease recorded December 5, 1984 in Book 3946 at Page 652.

Easement over the Northerly 15 feet as shown on the recorded plat.

Liquor restrictions, of record, which contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion, or national origin, which provide that intoxicating liquors shall never be manufactured, sold or otherwise disposed of, as a beverage, in any place of public resort in or upon the premises, or any part thereof, as disclosed by Deed from Northfield Land and Water Company to William J. Palmer recorded September 7, 1901 in Book 323 at Page 571.

Easement for utility purposes, 10 feet in width, over and across the Northerly portion thereof, as set forth on vacation plat recorded in Plat Book 0-2 at Page 77.

Covenants, Conditions and Restrictions, which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion, or national origin, as contained in instrument recorded November 4, 1980 in Book 3370 at Page 798, amended June 22, 1981 in Book 3447 at Page 312 and amended August 23, 1983 in Book 3771 at Page 818.

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No. 24254
Special Warrant Deed
Elsie Myers, et al
-to-
George J. Van Loon
Filed for record 9:14 A. M.
March 31, 1917
Elroy C. Holden, Recorder

THIS DEED, Made this Twelfth day of June in
the year of our Lord one thousand nine hundred and
sixteen (1916) between Elsie Myers, Dorothy Palmer and
Marjorie Palmer Watt (formerly Marjorie Palmer) each
individually and as sole heirs at law and residuary
devisees under the last will and testament of William J.
Palmer, deceased, late of the County of El Paso and
State of Colorado, of the first part, and George J. Van
Loon, of Colorado Springs, in the County of El Paso and
State of Colorado, of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration
of the sum of Ten Dollars and other good and valuable considerations, to the said parties
of the first part in hand paid by the said party of the second part, the receipt whereof
is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by
these presents do grant, bargain, sell, convey and confirm unto the said party of the
second part, his heirs and assigns, forever, all the following described lots or parcels
of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

The South half of the Northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), the Southeast quarter of
the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) and the South half (S $\frac{1}{2}$) of Section Thirteen (13); the
South half of the Southeast quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Fourteen (14); all of Section
Twenty-two (22); the Southeast quarter (SE $\frac{1}{4}$) of Section Twenty-seven (27); all that part
of the Southwest quarter (SW $\frac{1}{4}$) of Section twenty-seven (27), excepting that portion here-
before conveyed for use as Palmer Park, the said part to be conveyed containing eighty-
six and seven one-hundredths (86.07) acres, more or less; all that part of the Northwest
quarter (NW $\frac{1}{4}$) of Section Thirty-four (34), except that portion heretofore conveyed for use
as Palmer Park, the said part to be conveyed containing Five and six one-hundredths (5.06)
acres, more or less; all that part of the Northeast quarter (NE $\frac{1}{4}$) of Section thirty-four
(34), excepting that portion heretofore conveyed for use as Palmer Park, the said part
to be conveyed containing One hundred and thirty-three and seventy-one one-hundredths
(133.71) acres, more or less; all that part of the Southeast quarter (SE $\frac{1}{4}$) of Section
thirty-four (34), excepting that portion heretofore conveyed for use as Palmer Park, the
said part to be conveyed containing forty-nine and seventy-three one-hundredths (49.73)
acres, more or less; all in Township Thirteen South, Range Sixty-six West. Excepting
from all of the above described tracts all those portions heretofore conveyed to the
County of El Paso as rights of way for County roads; the entire tracts so to be conveyed
contains Fifteen hundred ninety and eighty-four hundredths (1590.84) acres more or less.

Save and except that there is hereby reserved to the parties of the first
part the ownership of all deposits of coal contained in said lands, together with the
right to go upon said lands without interfering with the improvements or crops of the
party of the second part for the purpose of drilling the said lands in prospecting for
such deposits of coal, and the further right to mine and remove all such deposits of coal
from said land, together with such use and occupation of such portions thereof as may be

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Certificate of Acknowledgment of Execution of Document

Scotland)
(Country))
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(County or other political division))
Glasgow)
(Name of consular office))

I, J. P. Beecher, Vice-Consul of the United States of America at Glasgow, Scotland, duly commissioned and qualified, do hereby certify that on this 25th day of July, 1916, before me personally appeared Dorothy Palmer to me personally known, and known to me to be the individual described in, whose name is subscribed to, and who executed the annexed instrument, and being informed by me of the contents of said instrument she duly acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and official seal the day and year last above written.

John Preston Beecher
Vice-Consul of the United States of America



Fee No. 33, Two Dollars

Note.- Wherever practicable all signatures to a document should be included in one certificate.

Certificate of Acknowledgment of Execution of Document

Kingdom of Great Britain & Ireland)
(Country))
City of London, England)
(County or other political division))
United States Consulate-General)
(Name of consular office))

I, Richard Westcott Vice Consul of the United States of America at London England duly commissioned and qualified, do hereby certify that on this 28th day of July, 1916, before me personally appeared Elsie Myers to me personally known, and known to me to be the individual described in, whose name is subscribed to, and who executed the annexed instrument, and being informed by me of the contents of said instrument she duly acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and official seal the day and year last above written.

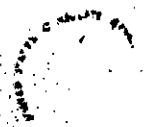
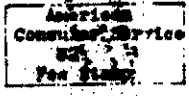
2140

Richard Westcott

Vice Consul of the United States of America

Fee No. 33, Two Dollars

Note.- Wherever practicable all signatures to a document should be included in one certificate.



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Received at 8:35 a SEP 14 1973
M. 15433 HARRIET BEALY

AGREEMENT AND EASEMENT

For and in consideration of ONE AND NO/100ths DOLLARS (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby give and grant to the City of Colorado Springs, a perpetual easement ~~XXXX~~, under and across the property herein described for the installation of electric service lines, together with necessary fixtures and attachments. This easement shall be for such electric service as actually installed with the right to maintain the same in their installed location. Should the undersigned, his successors and assigns request that the electric lines or any fixtures and attachments be moved, they will only be moved or relocated at the expense of the property owner, who shall provide a like easement for installation at the new location.

This easement covers the following described property situate in the County of El Paso and State of Colorado, to wit:

Under and across a portion of Lot 1, Block 1, Parkmoor Village Building No. 2 as recorded in Plat Book X-2 at Page 73 of the records of El Paso County, Colorado.

Said easement to be ten (10) feet in width, five (5) feet each side of a line as shown on the attached print. Said print is made a part of this Agreement and Easement.

Signed and delivered this 13 day of SEP, 1973.

M. D. Bund
LEVITT MULTI-HOUSING CORP.

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

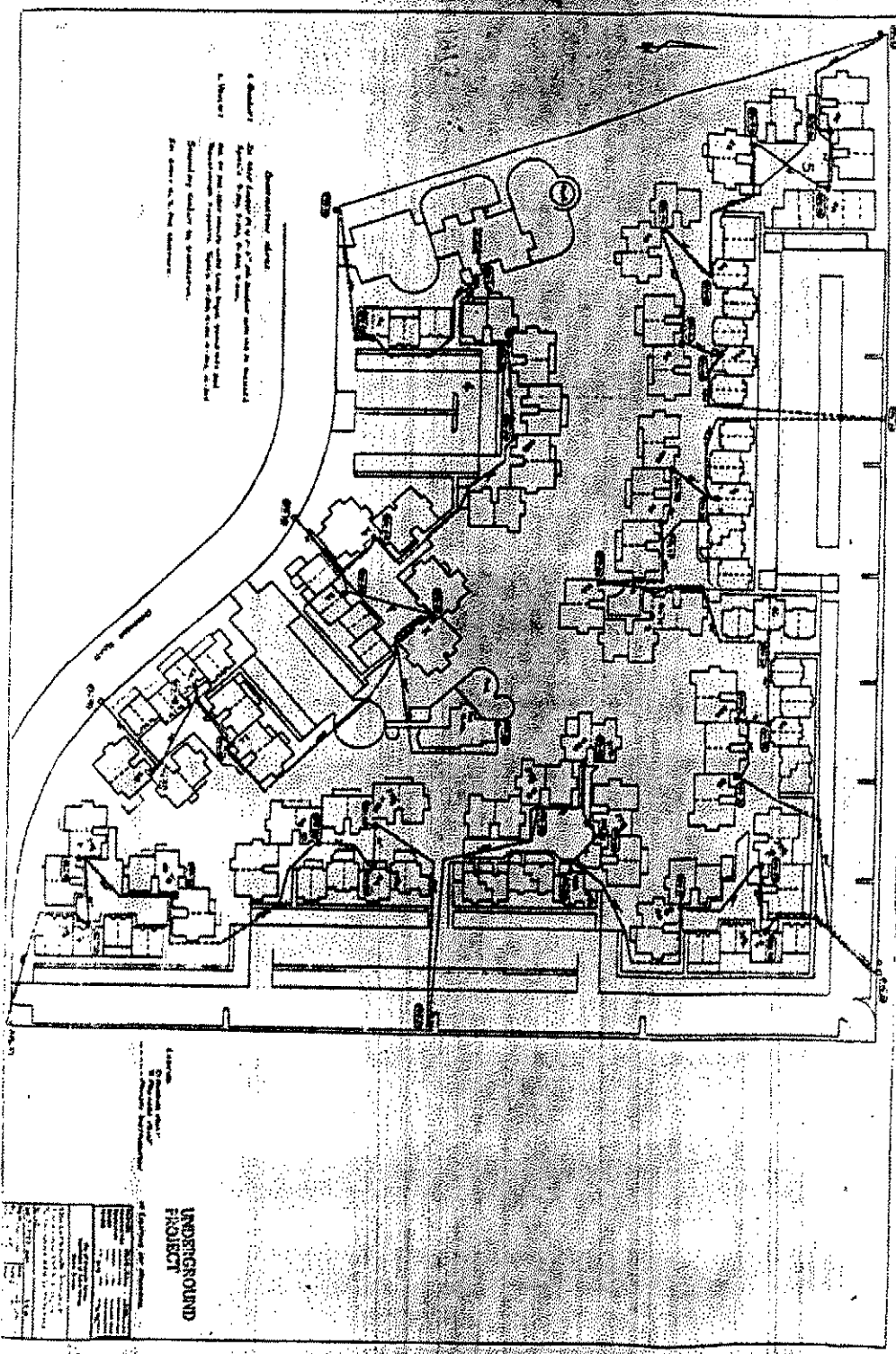
The foregoing instrument was acknowledged before me this 13th day of September, 1973, by Marvin
D. Bund

WITNESS my hand and official seal.

Rebeka A. de Stasio
Notary Public

My Commission Expires: Jan 15, 1977





Development Project: Linderoend
Site Plan
Scale: 1/8" = 1'-0"

**LINDEROEND
PROJECT**

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	1968
2	FINAL PLAN	1968
3	REVISION	1968
4	REVISION	1968
5	REVISION	1968
6	REVISION	1968
7	REVISION	1968
8	REVISION	1968
9	REVISION	1968
10	REVISION	1968

MAY 14 1976

BOOK 2829 PAGE 387

Received at 2:30 o'clock 4
Reception No. 232206 HARRIET BEALS

GRANT OF RIGHT OF WAY

RECEIVED of the CITY OF COLORADO SPRINGS, STATE OF COLORADO, the sum of ONE DOLLAR (\$1.00), and other good and valuable consideration, in consideration of which the undersigned, hereinafter called "Grantor", hereby grants, sells and conveys to the CITY OF COLORADO SPRINGS, hereinafter called "Grantee", its successors and assigns, a perpetual Right of Way and Easement for construction, maintenance and operation of sewer lines, including necessary poles, pipes, steel towers, vaults, wires, guys, anchors, together with necessary fixtures and attachments, said Right of Way and Easement being described as follows, to wit:

Attached hereto as Exhibit "A"

together with the right of ingress and egress to and from said Right of Way and Easement in the exercising of rights herein granted. No building or structure shall be constructed on said Right of Way and Easement by Grantor (or property owner) without Grantee's written consent. Grantee shall have the right to trim or remove any trees and undergrowth, within Right of Way, which may interfere with construction, maintenance or operation of said sewer lines, where necessary.

It is understood that the Grantee will reimburse the Grantor (or property owner) for any damages caused by entry upon

the above described Right of Way and Easement for the purpose of construction, maintenance, and operations of said sewer lines.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal, this 11th day of May, A.D. 1976.

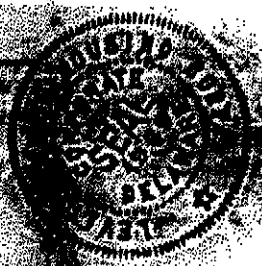
LEVITT MULTIHOUSING CORP., a Delaware corporation

ATTEST:

Cheryl A. Elliott

By Brian Prinn, Vice President

By Larry Pering, Assistant Secretary

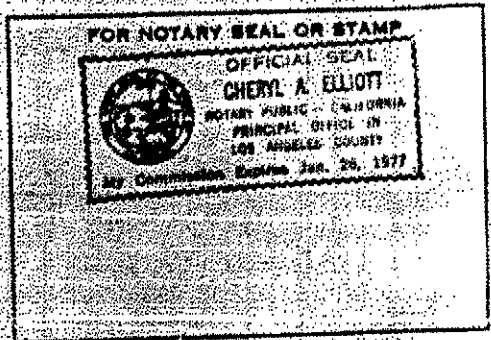


STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.
May 11, 1976

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brian Prinn, known to me to be the Vice President, and Larry C. Pering, known to me to be Assistant Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature: Cheryl A. Elliott
Cheryl A. Elliott
Name (Typed or Printed)

Notary Public in and for said County and State



Notary Public in and for said County and State

EXHIBIT A

A strip of land being 20.00 feet in width, 10.00 feet on each side of the following described line: Commencing at the Southeast corner of Parkmoor Village, Filing No. 2 in the City of Colorado Springs, El Paso County, Colorado as shown on the plat thereof recorded in Plat Book X-2 at Page 73 of said El Paso County public records; thence $N90^{\circ}00'00''W$ along the South line thereof 39.82 feet; thence $N0^{\circ}21'00''E$ 431.36 feet, parallel to the East line of said plat, to the point of beginning of said 20.00 foot strip; thence continue $N0^{\circ}21'00''E$ 434.00 feet; thence $N83^{\circ}13'58''E$ 40.13 feet to a point on the Easterly boundary of said Filing No. 2 that is $S0^{\circ}21'00''W$ 15.03 feet from the Northeast corner thereof.

RECEIVED OF COLORADO
 240 O'CLOCK SEP. 14 1976
 262536 HARRIET BEALS, *Esther Beas* DEPT

GRANT OF RIGHT OF WAY AND EASEMENT

RECEIVED OF PARKMOOR VILLAGE ASSOCIATES, a limited partnership,
 hereinafter "Grantee", the sum of ONE DOLLAR AND NO CENTS (\$1.00) and
 other good and valuable consideration, in consideration for which LEVITT
 MULTIHOUSING CORP., a Delaware corporation, hereinafter "Grantor" does
 hereby grant, sell, and convey unto Grantee, its successors and assigns,
 a perpetual Right of Way and Easement, hereinafter referred to as "Easement",
 for construction, maintenance and operation of a subsurface sewer line,
 including necessary pipes, together with necessary fixtures and attachments,
 the Easement being described as follows, to-wit:

See Exhibit A attached hereto.

together with the non-exclusive right of ingress and egress to and from
 the Easement in the exercising of rights herein granted. Grantee shall
 have the right to remove any existing paved surface on the Easement and
 to trim or remove any trees and under-growth within the Easement which
 may interfere with construction, maintenance or operation of said lines,
 where necessary.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the Easement or any portion thereof.
- (b) Grantee shall promptly backfill any trench made by it on
 the Easement and repair any damage it shall do to Grantor's private roads
 or lanes on the lands, and shall replace with comparable paving material
 any and all paved surfaces which may be removed in order to construct the
 sewer lines.
- (c) Grantee shall pay whatever fees that are required to be
 paid to permit construction of the sewer line on the property of Grantor
 in the above described Easement.
- (d) Grantee shall install said sewer line in accordance with
 the ordinances and regulations of the City of Colorado Springs.

(e) Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights granted herein, whether due to the filing of mechanic's liens or otherwise, or caused by any wrongful or negligent act or omission of its agents or employees in the course of their employment:

(f) Grantee shall reimburse Grantor for any damage caused by Grantee's entry upon the Easement for the purposes of construction, maintenance and operation of the sewer line.

Grantor reserves the following rights:

(a) To use the Easement for purposes which will not interfere with Grantee's enjoyment of the rights hereby granted.

(b) To install in the Easement other subsurface utilities which do not interfere with the sewer line.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 9 day of August, 1976.

ATTEST
SEAL
LEVITT MULTIHOUSING CORP.
Secretary
Richard J. Scarpelli

LEVITT MULTIHOUSING CORP.

By *Herbert H. Scarpelli, President*

STATE OF COLORADO } *New York*
COUNTY OF EL PASO } *Nissan*

Subscribed and sworn to before me this 9th day of August, 1976, by *Herbert H. Scarpelli, President*
and *Richard J. Scarpelli, Secretary*

Witness my hand and official seal.

My commission expires: 3-31-78

Dorothy D. Grieco
Notary Public
DOROTHY D. GRIECO
NOTARY PUBLIC, State of New York
No. 38-9252164
Qualified in Nassau County
Commission Expires 3-31-78

EXHIBIT A

A strip of land being 20 feet in width, 10 feet on each side of the following described line: Commencing at the Southeast corner of Parkmoor Village Filing No. 2 in the City of Colorado Springs, El Paso County, Colorado, as shown in Plat Book X2 at Page 73 of the records of said El Paso County; thence North 00°21'00" East along the East line of said plat 348.00 feet to the true point of beginning of said 20 foot strip; thence North 25°30'00" West 115.00 feet, more or less, to abut that easement conveyed to the City of Colorado Springs as described in the instrument recorded in Book 2829 at Pages 385 & 386 of said records, said abutment being the point of terminus of said easement.



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ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDER

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CABLE TELEVISION INSTALLATION AGREEMENT
(Please type or print. ALL BLANKS MUST BE COMPLETED.)

Agreement dated 4/15, 1990 between Colorado Springs Cablevision, Inc., ("CABLEVISION"), AND Steve Paine M.D. ("OWNER"). In consideration of the mutual promises and conditions hereinafter set forth, the parties agree as follows:

1. **PREMISES.** OWNER owns an apartment, trailer park, townhouse, or condominium complex known as Sierra Pointe, whose address is 3450 Falconer Village Rd., described as _____ consisting of 182 units, including any additional units added in the future (the "PREMISES").

2. **CABLE SYSTEM.** CABLEVISION operates a cable television system in the city of Colorado Springs and El Paso County pursuant to a legal franchise, (the "FRANCHISE"). CABLEVISION will design, install, upgrade and maintain service at the PREMISES. The EQUIPMENT shall at all times remain the property of CABLEVISION, no party, firm, company, or corporation, including the OWNER shall in any way attach to or use in part or in full, in any manner, any reception device, wiring, or any other communication equipment owned by CABLEVISION. Service and maintenance of the EQUIPMENT will be provided by CABLEVISION in accordance with the provisions of the FRANCHISE. Arrangements for booking up, serving and billing individual residents of the PREMISES will be made directly between CABLEVISION and such residents at standard rates as approved in the FRANCHISE.

3. **EASEMENTS, ACCESS.** OWNER hereby grants to CABLEVISION an unrestricted easement in gross covering routing necessary for installation of the EQUIPMENT hereunder. In connection with the initial wiring, OWNER, or a designated representative will accompany CABLEVISION employees into any unoccupied residential unit. After initial wiring, OWNER shall provide reasonable access to the PREMISES so that CABLEVISION may install EQUIPMENT, market cable services, or maintain or remove the EQUIPMENT at such time as CABLEVISION shall determine. The owner shall be responsible for premises that are pre-wired by parties other than CABLEVISION, to include maintenance and repair to interior wirings.

4. **DAMAGE TO PREMISES OR EQUIPMENT.** Any damages to the PREMISES caused by CABLEVISION, its agents or employees, will be repaired by CABLEVISION. Any damages to the EQUIPMENT caused by OWNER, its agents, or employees will be repaired promptly by OWNER. CABLEVISION shall hold harmless and indemnify OWNER from and against any and all damage or claims for damage asserted by reasons of CABLEVISION'S construction and maintenance of the cable system, except loss or damage arising from any negligent act or omission of OWNER, its agents, or employees.

5. **TERM; TERMINATION; SUCCESSOR.** This Agreement shall continue for the duration of the FRANCHISE, and any extensions thereof unless CABLEVISION shall earlier determine that it is technically or economically impractical to continue to provide service hereunder. If OWNER sells, transfers, or encumbers the PREMISES, such sale or encumbrance will be made subject to continuation of this Agreement, and in connection therewith, this Agreement may be recorded in the real property records of El Paso County, Colorado.

6. **REMOVAL OF EQUIPMENT.** CABLEVISION shall have the right to remove all of its EQUIPMENT from the PREMISES, or at its option to deactivate all such EQUIPMENT in any manner it sees fit. OWNER shall grant CABLEVISION reasonable access or removal. Such removal shall be done so as to not damage or deface OWNER'S PREMISES.

7. **MISCELLANEOUS PROVISIONS.** CABLEVISION shall not be liable for any failure to perform hereunder arising from causes beyond its control. This writing contains the entire Agreement between the OWNER and CABLEVISION and may not be amended except by an agreement in writing signed by the parties. This agreement shall be governed by the laws of the State of Colorado.

Alvin C. Fulk
Signature of Cablevision Representative
ALVIN C. FULK
Please print name of above signature
Dir. Pct Ops
Title/Position
12-4-90
Date Signed

Mark E. Kruser
Signature of Owner's Representative
MARK E. KRUSER
Please print name of above signature
3450 Falconer Village Dr.
Address
Colo. Spgs. CO. 80919
City, State & Zip
719-597-3900
Phone Number
11-15-90
Date Signed

Recorded in 2:05 P.M. MAY 3 1973
Instrument No. 979159 LARRIET BEALS

BOOK 2583 PAGE 404

GRANT OF EASEMENT

This Easement Grant is made between PARIMMOOR VILLAGE ASSOCIATES, a limited partnership (referred to herein as "Grantor"), and LEVITT MULTHOUSING CORP., a Delaware corporation (referred to herein as "Grantee").

The following fact recitals constitute a material part of this instrument:

1. The Grantor is owner of a tract of land described in Exhibit A attached hereto and referred to in this instrument as "Parcel A".
2. Grantee is the owner of a tract of land described in Exhibit A attached hereto and referred to in this instrument as "Parcel B".
3. Grantor desires to grant and Grantee desires to receive an easement over and across that portion of Parcel A described in Exhibit A attached hereto and referred to in this instrument as "Easement Premises".

NOW, THEREFORE, the following grants, agreements, and covenants and restrictions are made in consideration of Ten and no/100 Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged:

1. Grant of Easement. Grantor hereby grants to the Grantee, its heirs and assigns, as an easement appurtenant to Parcel B, a perpetual easement for ingress and egress over and across the Easement Premises, and for the construction of subsurface utilities.

2. Use of Easement Premises. The installation or maintenance by the Grantee of pipes, conduits, or wires in the airspace over the Easement Premises is forbidden. Exclusive use of the Easement Premises is not hereby granted. The Grantor expressly reserves the right to use the Easement Premises, likewise for ingress or egress, and construction of subsurface utilities.

3. Use of Parcel B. As long as this Grant of Easement remains in effect, Parcel B shall not be used for purposes other than condominiums or apartment complexes and no building other than condominiums, apartments or other buildings used in connection with such complexes shall be constructed on Parcel B.

4. Additions to Dominant Tenement. This Easement is also appurtenant to any land that may hereafter come into common ownership with said Parcel B and that is contiguous to said Parcel B. For purposes of this provision, an area physically separated from Parcel B but having access thereto by means of public ways or private easements, rights or licenses shall be considered to be contiguous to Parcel B.

5. Division of Dominant Tenement. In the event that Parcel B shall be divided into two parts by separation of ownership or by lease other than by condominium use, both parties shall enjoy the benefit of the easement hereby created. Division of the dominant tenement into more than two parts shall be considered to be an unlawful increase of burden and use of the easement may be enjoined.

6. Parking. Both Grantor and Grantee covenant that vehicles shall not be parked on the Easement Premises.

7. Paving of Easement. Grantee shall construct a concrete or asphalt surface covering the entire easement for use by motor vehicles within ninety (90) days and will maintain same in good repair at all times; provided that Grantor, its successors and assigns shall also have a right to so improve. If there is not recorded within ninety (90) days hereof an affidavit of construction executed by both Grantor and Grantee, this Easement shall expire on the ninety-first (91st) day after the date of this Grant of Easement.

8. Running of Benefits and Burdens. All the provisions of this instrument, including the benefits and burdens, run with the land and are binding on and inure to the heirs, assigns, successors, and personal representatives of the parties.

9. Termination of Covenant Liability. Whenever a transfer of ownership of either parcel takes place, the transferor's liability for breach of covenant occurring thereafter automatically terminates.

10. Construction. This grant shall be reasonably construed so that the intention to confer a commercially useable right of enjoyment on Grantee is carried out.

11. Release of Easement. Grantee may terminate this Grant of Easement by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto whereupon all rights, duties, and liabilities hereby created shall terminate. For convenience, such instrument may run to "the owner or owners and parties interested" in Parcel A.

IN WITNESS WHEREOF, Grantor and Grantee have herunto set their hands as of the 26th day of April, 1973.

GRANTOR:

PARKMOOR VILLAGE ASSOCIATES, a limited partnership

By Stephen M. Schuck
Stephen M. Schuck, General Partner

GRANTEE:

LEVITT MULTIHOUSING CORP.

By Leo J. Meyer V.P.

ATTEST:

Christine Ramsey
Assistant Secretary

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

BOOK 2583 PAGE 406

The foregoing Grant of Easement was acknowledged before me this 30th day of April, 1973, by Stephen M. Schuck as General Partner of Parkmoor Village Associates, a limited partnership.

Witness my hand and official seal.



My Commission Expires June 14, 1976

Ernie Lanza
Notary Public

STATE OF California)
COUNTY OF Los Angeles) ss.

The foregoing Grant of Easement was acknowledged before me this 27th day of April, 1973, by Eugene J. Meyers as Vice Pres. and Ardis J. Ramirez Assistant as/Secretary of Levitt Multihousing Corp., a Delaware corporation.

Witness my hand and official seal.

My commission expires:

Theresa A. Hermann
Notary Public



EXHIBIT APARCEL A

Lot 1, Block 1, Parkmoor Village Filing No. 1 in the City of Colorado Springs, El Paso County, Colorado, as shown in the public records in Plat Book S2 at Page 12 of said El Paso County.

PARCEL B

Lot 1, Block 1, Parkmoor Village Filing No. 2 in the City of Colorado Springs, El Paso County, Colorado, as shown in the public records in Plat Book S2 at Page 12 of said El Paso County.

EASEMENT PREMISES

A portion of Parkmoor Village Filing No. 1 in the City of Colorado Springs, El Paso County, Colorado, as shown in the public records in Plat Book S2 at Page 12 of said El Paso County, and being more particularly described as follows: Beginning at the northwest corner of said subdivision; thence North $90^{\circ}00'00''$ East along the North line thereof 161.27 feet; thence South $00^{\circ}21'00''$ West parallel with the West line of said subdivision 10.00 feet; thence North $90^{\circ}00'00''$ West parallel with the North line of said subdivision 61.27 feet; thence S $00^{\circ}21'00''$ W parallel with the west line of said subdivision 7.00 feet; thence N $90^{\circ}00'00''$ W 60.00 feet to intersect said West line; thence along said West line, North $00^{\circ}21'00''$ East, 25.00 feet to the point of beginning.