



SECOND SUPPLEMENTAL DECLARATION
FOR
BEULAH HIGHLANDS

THIS SECOND SUPPLEMENTAL DECLARATION is made this 30 day of May, 2007,
by Antelope Butte LLC, a Colorado limited liability company.

RECITALS

A. Antelope Butte LLC as "Declarant" executed that certain "Declaration for Beulah Highlands," which Declaration was recorded on October 16, 2006, at Reception No. 1697959, in the records in the office of the Clerk and Recorder of Pueblo County, Colorado, as the same has been amended and supplemented and as the same may be further amended and supplemented ("Declaration"). The Declarant also executed that certain Plat called "Beulah Highlands" recorded at 1697958 in the real property records of the Pueblo County Clerk and Recorder ("Plat"). The Declaration and the Plat created a common interest community within certain real property described therein (the "Real Estate").

B. Article 9 of the Declaration provides for expansion of the Real Estate and other development rights reserved by and to the Declarant and authorizes the Declarant to exercise those rights. Specifically, the Declaration provides that all or any portion of the Expansion Property may be added to the Real Estate and that the Declarant may add Lots, "Additional Unspecified Property" and Common Elements to the Real Estate by executing and recording a supplement to the Declaration.

C. Declarant desires to expand the Real Estate in the manner provided below and in accordance with the Declaration, by adding those Lots described on Exhibit A attached hereto and incorporated herein by this reference (singularly or collectively, the "Second Additional Parcel").

D. Declarant is the owner of the Second Additional Parcel and it is included in the Expansion Property.

Declarant hereby declares as follows:

i. Annexation of Property. The Second Additional Parcel is hereby annexed to the Real Estate and the same shall hereafter be held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the terms and provisions of the Declaration. In addition to the terms and conditions of the Declaration, the Second Additional Parcel is subject to the liens and encumbrances shown on Exhibit B.

2. Creation of Lots. As shown on that certain plat for Glendale Subdivision, recorded on January 9, 1903 at Reception No. 118485 in Book 9 at Page 33, certain parcels of property were platted as lots. The Declarant, as owner of these platted parcels, has created five (5) Merged Lots. Each of the Merged Lots is more particularly described on Exhibit A (and which Merged Lots are



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collectively referred to as the "Second Additional Parcel"). Declarant hereby annexes all of the Second Additional Parcel (which includes a portion of the real property described in the plat for Glendale Subdivision) thereby establishing five (5) additional Lots within the Real Estate. Immediately upon the recording of this Supplemental Declaration, the total number of Lots in the Real Estate shall be eleven (11).

3. Allocation of Interests. As with all existing Lots, each Lot's Allocated Interests is computed in accordance with the formula set forth in Article 11.1 of the Declaration. Each of the five new Lots, like all existing Lots, shall be allocated one vote, in accordance with Section 11.1.1 of the Declaration. The Common Expense Assessment liability of all Lots within the Real Estate shall be reallocated according to the formula set forth in Subsection 11.2 of the Declaration and based upon the procedures set forth in Article 9.

4. Easement Created. The Declarant, as owner of the following Lot within the Community:

Deer Hollow at Beulah Highlands
Filing #1
County of Pueblo
State of Colorado

("Deer Hollow") hereby creates an easement for ingress and egress and for access over and across Deer Hollow as more particularly described on Exhibit C attached hereto and incorporated herein by reference ("Deer Hollow Easement"). The Deer Hollow Easement shall run in perpetuity and be binding upon and burden Deer Hollow and the Declarant and all future owners of Deer Hollow and their successors and assigns for the sole benefit of Merged Lot # 5 on Exhibit A and its Owners and all successors and assigns.

5. Merged Lots. Pursuant to Subsection 1.2.17 of the Declaration, each Merged Lot is considered a single "Lot" (i.e., a single "Unit" pursuant to the Act) for all purposes. All Covenants shall be applicable to each Merged Lot as if each were a single platted lot. For example only, the construction permitted upon a Merged Lot as set forth in the Governing Documents shall be identical to that permitted on any Lot, except as may be specifically further restricted by this Second Supplemental Declaration or any other Covenant.

6. Restrictions Applicable to the Second Additional Parcel. A new Section 6.17 shall be added to the Declaration, as follows:

Section 6.17 Restrictions Applicable to Merged Lots.

6.17.1 Increase or Decrease in Merged Lot Area. In the event the acreage of any Merged Lot is increased or decreased, each Merged Lot shall continue to be



a single "Lot" pursuant to the Declaration and this Second Supplemental Declaration and any and all Covenants.

6.17.2 Animals and Livestock. No livestock shall be permitted within Merged Lots and no animals of any kind may be raised, bred, kept, permitted or maintained for any commercial purpose within the Merged Lots with the exception of: the following which shall be expressly permitted:

- (i) a total of five household pets (as used in this Subsection 6.17.2, the term "household pets" shall include only dogs, cats or a combination of dogs and cats which, in the aggregate, do not exceed five); and
- (ii) birds, reptiles and fish located within the dwelling constructed within the Merged Lot.

Dogs shall be on a leash and under the direct control of the Owner or Related User or kept within a permitted, fenced dog-run and shall not be tethered. Neither dogs nor cats shall be permitted to roam free. Any household pet which in the sole discretion of the Executive Board, endangers a person's health, makes objectionable noise or constitutes a nuisance or inconvenience to the Owners may be removed from the Community by the Executive Board. Pets shall be registered, licensed and inoculated as required by law.

6.17.3 Fencing Within Merged Lots. Only boundary fencing approved by the Executive Board shall be permitted within Merged Lots. The only other fenced area permitted within a Merged Lot shall be fencing for dog runs of a maximum of 1000 sq. ft. in area and of a height not to exceed seven (7) feet in such material and colors as may be approved by the Board. The setback described in Subsection 6.17.4 below, shall be thirty (30) feet for construction of or installation of any permitted dog run.

6.17.4 Lot-line Setbacks for Merged Lots. Except as provided in Subsection 6.17.3 above, neither a Primary Dwelling nor other Building Structure shall be constructed within: (i) 15 feet of the boundary between the Merged Lot and the Common Areas or public rights-of-way; and (ii) within 15 feet of the boundary of any two or more Merged Lots.

6.17.5 Minimum Square Footage of Primary Dwellings. All Primary Dwellings must consist of at least 1,200 square feet of enclosed, heated space, constructed above grade (exclusive of any garage areas). As used in this Subsection 6.17.5, "grade" shall be the natural grade or the finished grade, whichever is lower in elevation.



6.17.6 Secondary Dwellings Prohibited. Notwithstanding any provision in the Declaration or any Covenant to the contrary, no Secondary Dwelling shall be permitted to be installed, placed or constructed within a Merged Lot.

7. Additional Use Restrictions Applicable to Merged Lot #2 Only. Merged Lot #2 includes approximately 1/2 acre to the south of Circle Boulevard. This additional one-half acre parcel is described on Exhibit A, and shall, in no event be conveyed separately from Merged Lot #2, nor in any manner severed from Merged Lot #2, nor considered a separate Lot within the Community and Merged Lot #2 shall be subject to all Covenants applicable to a single Lot.

8. Definitions. Unless otherwise defined herein, initially capitalized terms which are defined in the Declaration shall have the same meaning herein.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year above written.

ANTELOPE BUTTE LLC,
a Colorado limited liability company

By: Gary D. Martin, Manager

STATE OF COLORADO)
) ss.
COUNTY OF Pueblo)

The foregoing instrument was acknowledged before me this 30 day of May, 2007 by Gary D. Martin, as manager of Antelope Butte LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 3/16/09

ROBIN E. MYERS
NOTARY PUBLIC
STATE OF COLORADO

My commission expires 3/16/09

Notary Public



EXHIBIT A

**SECOND ADDITIONAL PARCEL
TO BE ADDED TO THE REAL ESTATE**

The following Merged Lots are added to the Real Estate:

MERGED LOT #1:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9

Block 3

Glendale Subdivision

EXCEPT that portion of Lots 1 and 2 in said Block 3 lying South of the South line of the Northwest quarter of the Northwest quarter of Section 10, Township 23 South, Range 68 West of the 6th P.M. Merger by Contiguity Certificate No. 2007-005 recorded May 18, 2007 at Reception No. 1728492 in the records of the Clerk and Recorder for Pueblo County, Colorado

MERGED LOT #2:

Lots 10, 11, 12, 13, 14 and 15

Block 3

Glendale Subdivision

Merger by Contiguity Certificate No. 2007-006 recorded May 18, 2007 at Reception No. 1728493 in the records of the Clerk and Recorder for Pueblo County, Colorado together with the northerly 57.2 feet of Block 4 in Glendale, according to the plat thereof recorded on January 9, 1903 at Reception No. 118485 in Book 9 at Page 33 in the records of the Clerk and Recorder for Pueblo County, Colorado

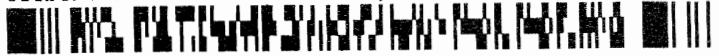
MERGED LOT #3:

Lots 16, 17, 17, 19, 20, 21 and 22

Block 3

Glendale Subdivision

Merger by Contiguity Certificate No. 2007-007 recorded May 18, 2007 at Reception No. 1728494 in the records of the Clerk and Recorder for Pueblo County, Colorado



MERGED LOT #4:

Lots 23, 24, 25, 26, 27, 28 and 29

Block 3

Glendale Subdivision

Merger by Contiguity Certificate No. 2007-008 recorded May 18, 2007 at Reception No. 1728495
in the records of the Clerk and Recorder for Pueblo County, Colorado

MERGED LOT #5:

Lots 30, 31, 32, 33, 34, 35, 36, 37 and 38

Block 3

Glendale Subdivision

Merger by Contiguity Certificate No. 2007-009 recorded May 18, 2007 at Reception No. 1728496
in the records of the Clerk and Recorder for Pueblo County, Colorado

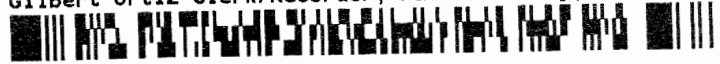


EXHIBIT B

LICENSES, EASEMENTS AND ENCUMBRANCES OF RECORD

1. The lien for real property taxes for the year 2007 and subsequent years, not yet due and payable.
2. Terms, condition, provisions, agreements and obligations contained in the Boundary Line Agreement recorded April 22, 2004 at Reception No. 1561845 (affects, The South 40 at Beulah Highlands, Filing #1, as shown on the Plats).
3. An easement for a water treatment facility and incidental purposes granted to Beulah Water Works District by the instrument recorded July 6, 2005 at Reception No. 1628113 (affects Deer Hollow at Beulah Highlands, Filing #1, as shown on the Plats).
4. An easement for ingress and egress and incidental purposes granted to Beulah Water Works District by the instrument recorded October 2, 2000 at Reception No. 1352453.
5. That certain Easement in favor of Antelope Butte, LLC, dated September 15, 2006 and recorded on October 16, 2006 at Reception No. 1697957.
6. The DECLARATION FOR BEULAH HIGHLANDS dated October 16, 2006 and recorded at Reception No. 1697959 and the Plat for "Beulah Highlands," and all easements and matters shown thereon, recorded on October 16, 2006 at 1697958, both in the Pueblo County, Colorado Clerk and Recorder's Office.
7. The First Supplemental Declaration dated February 2007 and recorded on May 18, 2007 at Reception No. 1726620 in the Pueblo County, Colorado Clerk and Recorder's Office.
8. The First Amendment recorded on May 18, 2007 at Reception No. 1726621 in the Pueblo County, Colorado Clerk and Recorder's Office.

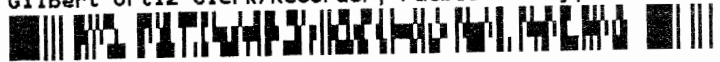


EXHIBIT C

INGRESS-EGRESS ACCESS EASEMENT

An Ingress-Egress Easement located within a portion of SW 1/4 of the SW 1/4 of Section 3 and a portion of the NW 1/4 of the NW 1/4 of Section 10, Township 23 South, Range 68 West of the Sixth Principal Meridian, County of Pueblo, State of Colorado, being more particularly described as follows:

BEGINNING at a point on the west line of Glendale Subdivision according to the recorded plat thereof filed for record January 9, 1903 at Reception No. 118485 in the records of the Pueblo County Clerk and Recorder, said point also being the northerly line Glendale Road as shown on the recorded plat of Beulah Highlands, Filing # 1 filed for record October 16, 2006 at Reception No. 1697958 in the records of the Pueblo County Clerk and Recorder from which the NE corner of said NW 1/4 of the NW 1/4 of Section 10 bears N 65°49'59"E (bearings based on the east line of said NW 1/4 of the NW 1/4 of Section 10, monumented on each end with a No.6 rebar and a 2 1/2" aluminum cap P.L.S. 16128 assumed to bear S 01°13'12"W), a distance of 210.31 feet; thence along said northerly line of Glendale Road the following five (5) courses:

- 1.) Along the arc of a non-tangent curve to the left whose center bears S 25°01'58"W having a central angle of 9°16'25" and a radius of 70.00 feet, a distance of 11.33 feet;
- 2.) Thence N 74°14'27"W, a distance of 66.94 feet;
- 3.) Thence N 81°04'19"W, a distance of 83.22 feet;
- 4.) Thence S 87°28'39"W, a distance of 111.24 feet;
- 5.) Thence S 86°37'12"W, a distance of 6.88 feet;

Thence N 53°01'56"E, a distance of 94.61 feet; thence N 82°44'42"E, a distance of 153.07 feet to a point on the north right of way line of an un-named road on the north side of said Glendale Subdivision; thence S 01°08'18"W, a distance of 40.00 feet to a point on the south right of way line of said un-named road, thence N 89°58'04"E, along said south right of way line, a distance of 50.00 to a point on the west line of said Glendale Subdivision; thence S 01°13'12"W along said west line, a distance of 66.01 feet to the **POINT OF BEGINNING**

Said easement contains 0.35 acres more or less.