

**FIRST SUPPLEMENTAL DECLARATION FOR PLUM CREEK NORTH  
(The Peninsula at Plum Creek)  
(Fairway Ten Subdivision Filing No. 1)**

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**FIRST SUPPLEMENTAL DECLARATION FOR PLUM CREEK NORTH**

(The Peninsula at Plum Creek)  
(Fairway Ten Subdivision Filing No. 1)

This First Supplemental Declaration is executed by Holmby Leisure County Club, Ltd., a Colorado corporation (the "Declarant") and WGB Fairway Ten Partners, L.P., a Colorado limited partnership ("WGB") for the purpose of confirming the annexation of the Property described in Exhibit A hereto into the Master Association and subjecting the Property to the Master Declaration as such terms are hereinafter defined.

**WITNESSETH**

WHEREAS, Declarant has heretofore executed and caused to be recorded that certain master Declaration Creating Covenants, Conditions, Restrictions and Easement for Plum Creek North ("Master Declaration") in the records of the office of the Clerk and Recorder of Douglas County, Colorado at Book 1472, Page 329, at Reception No. 9756420 on October 7, 1997;

WHEREAS, the terms which are defined in the Master Declaration shall have the same meanings herein unless otherwise defined;

WHEREAS, WGB has previously caused that certain Declaration Creating Covenants, conditions, Restrictions and Easements of The Peninsula at Plum Creek, County of Douglas, State of Colorado to be executed and recorded in the records of the office of the Clerk and Recorder of Douglas County, Colorado at book 1515, Page 427 at Reception No. 9811917 on February 24, 1998 ("The Peninsula Declaration");

WHEREAS, pursuant to the terms of The Peninsula Declaration WGB, as owner of all the property described in Exhibit A attached hereto and incorporated herein by reference (the "Annexed Property") caused the Annexed Property to be subject to the Master Declaration;

WHEREAS, the Annexed Property is a portion of the additional property which may be annexed to the Master Declaration;

WHEREAS, the Annexed Property is to be developed as a single family detached residential housing project with a Subassociation; and

WHEREAS, the Declarant desires to confirm its imposition of the Master Declaration upon the Annexed Property.

NOW, THEREFORE, in consideration of the provisions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby adopts this First Supplemental Declaration and hereby confirms its imposition upon the Annexed Property of all of the provisions contained within

the Master Declaration which shall run with the Annexed Property and shall be binding upon, and inure to the benefit of all parties having any right, title or interest in the Annexed Property and their heirs, personal and legal representatives, successors and assigns, and hereby declares that the Annexed Property has been, since the recordation of The Peninsula Declaration and shall hereafter be held, sold, conveyed, encumbered, leased, rented, occupied and improved, subject to the provisions set forth in the Master Declaration and The Peninsula Declaration.

## ARTICLE I

### GENERAL

1. **Annexed Property.** WGB hereby confirms that at the time it recorded The Peninsula Declaration that WGB owned all of the Annexed Property. Declarant hereby confirms that the Annexed Property is a portion of the property which may be annexed to the Master Association without consent of any other unit owners.

2. **Purposes of First Supplemental Declaration.** This First Supplemental Declaration is executed (a) in furtherance of a common and general plan for the property originally subject to the Master Declaration, the Annexed Property, and other property or properties which have heretofore or may hereafter become subject to the Master Declaration; and (b) to protect and enhance the quality, value, desirability and attractiveness of all property which becomes subject to the Master Declaration.

3. **Annexation.** Declarant and WGB hereby confirm that the Annexed Property has been annexed to and is subject to the Master Declaration and has been subject to the Master Declaration since the date of recordation of The Peninsula Declaration. The Annexed Property shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the Master Declaration, this First supplemental Declaration, and all amendments or supplements hereto.

4. **Covenants Appurtenant.** The Covenants, Conditions, Restrictions and other provisions of the Master Declaration and this First Supplement Declaration shall run with, and shall inure to the benefit of and be binding upon: (a) the Annexed Property; (b) the Declarant and its successors and assigns; (c) the Master Association and its successors and assigns; (d) WGB; and (e) all persons having or hereafter acquiring any right, title or interest in all or any portion of the Annexed Property and their respective heirs, personal representatives, successors and assigns.

5. **Subassociation.** The Annexed Property is subject to the jurisdiction of a Subassociation known as The Peninsula at Plum Creek Homeowners Association, Inc. ("Subassociation") a nonprofit corporation, as provided in The Peninsula at Plum Creek Declaration.

6. **Voting Rights, Allocated Interests and Assessments.** The Annexed Property shall be subject to the voting rights, allocated interests and assessments as provided in the Master Declaration.

7. **Identifying Number for Each Unit.** The Plat for The Peninsula at Plum Creek assigns an identifying number to each unit.

8. **Common Elements and Limited Common Elements.** There are no additional Master Association Common Elements or Limited Common Elements created by this Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned parties have executed this First Supplemental Declaration as of this 12<sup>th</sup> day of February, 1998.

DECLARANT:

Holmby Leisure Country Club, Ltd.,  
a Colorado corporation

By John Chen  
Title President

STATE OF COLORADO    )  
  )ss.  
COUNTY OF DOUGLAS    )

Acknowledged before me this 12<sup>th</sup> day of February, 1998 by John Chen as President of Holmby Leisure Country Club, Ltd.

Witness my hand and official seal.

My commission expires February 19, 1999

Janette B. Fairley  
Notary Public

WGB Fairway Ten Partners, L.P.  
By: WGB Management LLC,  
its General Partner

By Richard O. Dean, Manager

STATE OF COLORADO    )  
                                  )ss.  
COUNTY OF DOUGLAS    )

Acknowledged before me this 15<sup>th</sup> day of January, 1998 by Richard O. Dean, as Manager of WGB Management, LLC, a Colorado limited liability company, as general partner for WGB Fairway Ten Partners, L.P., a Colorado limited partnership.

Witness my hand and official seal.

My commission expires July 24, 2001

Wyoma Johnson  
Notary Public

The undersigned , being the owner and holder of all of the indebtedness secured by a certain deed of trust dated September 16, 1997, in the original principal amount of \$400,000.00 recorded September 17, 1997 in Book 1466 at Page 280 of the records of the Clerk and Recorder of Douglas County Colorado (“Deed of Trust”) hereby agrees that the above First Supplemental Declaration shall be prior and paramount to all rights under such Deed of Trust that the recording priority of the Deed of Trust shall at all times be subordinate to the First Supplemental Declaration to which this page is attached, and that any sale under foreclosure of that Deed of Trust shall be subject to such First Supplemental Declaration.

Holmby Leisure Country Club, Ltd.  
By John Chen  
President

STATE OF COLORADO     )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 1998 by John Chen as President of Holmby Leisure Country Club, Ltd.

Witness my hand and official seal.

My commission expires February 19, 1999

Janette B. Fairley  
Notary Public

The undersigned , being the owner and holder of all of the indebtedness secured by a certain deed of trust dated September 16, 1997, in the original principal amount of \$2,962,999.00 recorded September 16, 1997 in Book 1466 at Page 220 of the records of the Clerk and Recorder of Douglas County Colorado (“Deed of Trust”) hereby agrees that the above Declaration shall be prior and paramount to all rights under such Deed of Trust that the recording priority of the Deed of Trust shall at all times be subordinate to the Declaration to which this page is attached, and that any sale under foreclosure of that Deed of Trust shall be subject to such Declaration.

Bank Midwest N.A.  
By John E. Baxter

STATE OF MISSOURI        )  
  )        ss.  
COUNTY OF JACKSON     )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 1998 by John E. Baxter as Vice President of Bank Midwest N.A.

Witness my hand and official seal.

My commission expires September 30, 2001.

Shannon Okely  
Notary Public

LOTS 1 THROUGH 54 INCLUSIVE, BLOCK 1, LOTS 1 THROUGH 10 INCLUSIVE,  
BLOCK 2, LOTS 1 THROUGH 45 INCLUSIVE, BLOCK 3 AND TRACTS A, B, C, D, E,  
F, G, H I AND J, PLUM CREEK FAIRWAY 10 SUBDIVISION FILING NO. 1, COUNTY  
OF DOUGLAS, STATE OF COLORADO.

EXHIBIT A  
TO FIRST SUPPLEMENTAL DECLARATION  
FOR PLUM CREEK NORTH  
(The Peninsula at Plum Creek)  
(Fairway Ten subdivision Filing No. 1)

**DELEGATION OF DESIGN GUIDELINES AUTHORITY**

Pursuant to the provisions of Article 4.1 of the Master Declaration Creating Covenants, conditions, Restrictions and Easements for Plum Creek North recorded on October 7, 1997 in Book 1472, Page 329, at Reception No. 9756420 of the records of the clerk and Recorder of Douglas County, Colorado (the "Master Declaration"), the Plum Creek North Master Association hereby irrevocably delegates all responsibility for adopting design guidelines and administration and enforcement of architectural standards and controls ("Design Guidelines Authority") to The Peninsula at Plum Creek Homeowners Association with respect to all real property which is subject to the Declaration Creating Covenants, Conditions, Restrictions and Easements of the Peninsula at Plum Creek, County of Douglas, State of Colorado ("The Peninsula at Plum Creek Declaration"). In the event of any conflict between the provision of the Master Declaration and The Peninsula at Plum Creek Declaration, pertaining to Architectural Standards, control and procedures, the provisions of The Peninsula at Plum Creek Declaration shall prevail.

Date: February 12, 1998

**PLUM CREEK NORTH MASTER  
HOMEOWNERS ASSOCIATION, INC.**

By: Keith Worley, Vice President

STATE OF COLORADO    )  
  )ss.  
COUNTY OF DOUGLAS    )

Acknowledged before me this 12<sup>th</sup> day of February, 1998 by Keith Worley as Vice President of Plum Creek North Master Homeowners Association, Inc.

Witness my hand and official seal.

My commission expires February 19, 1999

Janette B. Fairley  
Notary Public