

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHATFIELD GREEN**

21.00
SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership,
d/b/a Shea Homes (the "Declarant") executes this Supplemental Declaration of
Covenants, Conditions and Restrictions for Chatfield Green (the "Supplemental
Declaration"), this 30th day of October, 2002. 1-4

A. Declarant's predecessor in interest, ADM-Chatfield Green, LLC, executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Declaration") on December 22, 1997 at Reception No. F0528294 of the records of the Office of the Clerk and Recorder of Jefferson County, Colorado.

B. Article 6 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplement to the Declaration.

C. The purpose of this Supplemental Declaration is to annex certain land into the Declaration and to include certain land with the Common Interest Community, as defined in the Declaration.

Supplemental Declaration

NOW, THEREFORE, Declarant declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner and his successors in interest, and the Chatfield Green Homeowners Association, Inc., and its successors in interest.

All captioned terms used herein have the same meaning as set forth in the Declaration.

1. Legal Description of the Property Being Annexed. The property being annexed to the Declaration and the Common Interest Community by this Supplemental Declaration is described in Exhibit A, attached hereto and incorporated herein by this reference (the "Annexable Property").

2. Annexation. The Annexable Property described in Exhibit A is being annexed to the Declaration and the Common Interest Community pursuant to the provision of Article 6 of the Declaration.

3. Effect of Annexation. The Annexable Property, the Lots and any Common Area therein, shall be deemed to be included within the Common Interest Community covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessments obligations set forth in the Declaration. The property described in Exhibit A and the Lots and any Common Area located therein is also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Chatfield Green Homeowners Association, Inc., as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

2

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration the date and year first above written.

DECLARANT:

SHEA HOMES LIMITED PARTNERSHIP
a California limited partnership d/b/a Shea
Homes

By: J.F. Shea Co., Inc., a Nevada
corporation, its general partner

By: Steve O'miston
Title: Assistant Secretary

By: [Signature]
Title: Assistant Secretary

EXHIBIT A

Annexable Property

Lot 1-4, Block 2; Lots 8-15, Block 3; Chatfield Green Subdivision Filing No. 3; and
Lots 61-64, Block 1; Lots 1-6, and Lots 21-23, Block 2; Lots 9-12, Block 4; Chatfield
Green Subdivision Filing No. 4.

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**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHATFIELD GREEN**

AUG 9 6 2002

20.00
AB

1-4

SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, d/b/a Shea Homes (the "Declarant") executes this Supplemental Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Supplemental Declaration"), this 26th day of July, 2002.

A. Declarant's predecessor in interest, ADM-Chatfield Green, LLC, executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Declaration") on December 22, 1997 at Reception No. F0528294 of the records of the Office of the Clerk and Recorder of Jefferson County, Colorado.

B. Article 6 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplement to the Declaration.

C. The purpose of this Supplemental Declaration is to annex certain land into the Declaration and to include certain land with the Common Interest Community, as defined in the Declaration.

Supplemental Declaration

NOW, THEREFORE, Declarant declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner and his successors in interest, and the Chatfield Green Homeowners Association, Inc., and its successors in interest.

All captioned terms used herein have the same meaning as set forth in the Declaration.

1. Legal Description of the Property Being Annexed. The property being annexed to the Declaration and the Common Interest Community by this Supplemental Declaration is described in Exhibit A, attached hereto and incorporated herein by this reference (the "Annexable Property").

2. Annexation. The Annexable Property described in Exhibit A is being annexed to the Declaration and the Common Interest Community pursuant to the provision of Article 6 of the Declaration.

3. Effect of Annexation. The Annexable Property, the Lots and any Common Area therein, shall be deemed to be included within the Common Interest Community covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessments obligations set forth in the Declaration. The property described in Exhibit A and the Lots and any Common Area located therein is also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Chatfield Green Homeowners Association, Inc., as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration the date and year first above written.

DECLARANT:

SHEA HOMES LIMITED PARTNERSHIP
a California limited partnership d/b/a Shea
Homes

By: J.F. Shea Co., Inc., a Nevada
corporation, its general partner

By: Steve Kimiston
Title: Assistant Secretary

By: [Signature]
Title: Assistant Secretary

EXHIBIT A

Annexable Property

Lots 1-7, Block 3; Lots 4-14, Block 5; Lots 14-16, Block 6; Chatfield Green Subdivision Filing No. 3; and

Lots 43-47 and Lots 56-60, Block 1; Lots 15-20, Block 2; Lots 1-4 and Lots 16-24, Block 3; Lots 13-16, Block 4; Chatfield Green Subdivision Filing No. 4.

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHATFIELD GREEN**

METRO STAR CANYON LLC, a Colorado limited liability company ("Metro") as successor to SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, d/b/a Shea Homes (the "Declarant") executes this Supplemental Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Supplemental Declaration"), this 6th day of June, 2002.

1-4

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MB

A. ADM-Chatfield Green, LLC, a Colorado limited liability company ("ADM") executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Declaration") on December 22, 1997 under Reception No. F0528294 of the records of the Office of the Clerk and Recorder of Jefferson County, Colorado (the "Records"). Terms that are defined in the Declaration shall have the same meanings as set forth therein unless otherwise defined herein.

B. ADM assigned all interest in the Declaration to Declarant by Assignment and Assumption of Declarant's Rights, recorded December 22, 1997, under Reception No. F0528298 of the Records.

C. Article 6 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplement to the Declaration.

D. On or about October 27, 2000, Declarant entered in an agreement for Annexation with Metro Star Canyon, LLC, a Colorado limited liability company, regarding submission of lots within the property described therein for annexation immediately prior to conveyance of any portion thereof to a third party purchaser.

E. The purpose of this Supplemental Declaration is to annex certain land described on Exhibit A hereof (the "Annexable Property") into the Declaration and to include it within the Common Interest Community.

Supplemental Declaration

NOW, THEREFORE, Metro declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its

successors in interest, each Owner and his successors in interest, and the Chatfield Green Homeowners Association, Inc., and its successors in interest.

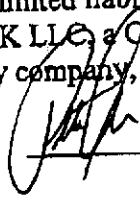
2

1. Annexation. The Annexable Property is herewith annexed to the Common Interest Community pursuant to the provision of Article 6 of the Declaration.

3. Effect of Annexation. The Annexable Property, the Lots and any Common Area therein, shall be deemed to be included within the Common Interest Community covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessments obligations set forth in the Declaration. The Annexable Property and the Lots and any Common Area located therein is also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Chatfield Green Homeowners Association, Inc., as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

IN WITNESS WHEREOF, Metro has executed this Supplemental Declaration the date and year first above written.

METRO STAR CANYON LLC,
a Colorado limited liability company
By: Metro PK LLC, a Colorado limited
Liability company, its Manager

By: 
Title: _____

RECEPTION NO. F1507269
6/20/2002 16:45:57 PG: 001-004
PAGE FEE: 20.00 DOC.FEE: 0.00
RECORDED IN JEFFERSON COUNTY, COLORADO

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHATFIELD GREEN**

2002

1-4

METRO STAR CANYON LLC, a Colorado limited liability company ("Metro") as successor to SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, d/b/a Shea Homes (the "Declarant") executes this Supplemental Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Supplemental Declaration"), this 14th day of June, 2002.

A. ADM-Chatfield Green, LLC, a Colorado limited liability company ("ADM") executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Declaration") on December 22, 1997 under Reception No. F0528294 of the records of the Office of the Clerk and Recorder of Jefferson County, Colorado (the "Records"). Terms that are defined in the Declaration shall have the same meanings as set forth therein unless otherwise defined herein.

B. ADM assigned all interest in the Declaration to Declarant by Assignment and Assumption of Declarant's Rights, recorded December 22, 1997, under Reception No. F0528298 of the Records.

C. Article 6 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplement to the Declaration.

D. On or about October 27, 2000, Declarant entered in an agreement for Annexation with Metro Star Canyon, LLC, a Colorado limited liability company, regarding submission of lots within the property described therein for annexation immediately prior to conveyance of any portion thereof to a third party purchaser.

E. The purpose of this Supplemental Declaration is to annex certain land described on Exhibit A hereof (the "Annexable Property") into the Declaration and to include it within the Common Interest Community.

Supplemental Declaration

NOW, THEREFORE, Metro declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its

successors in interest, each Owner and his successors in interest, and the Chatfield Green Homeowners Association, Inc., and its successors in interest.


1. Annexation. The Annexable Property is herewith annexed to the Common Interest Community pursuant to the provision of Article 6 of the Declaration.

3. Effect of Annexation. The Annexable Property, the Lots and any Common Area therein, shall be deemed to be included within the Common Interest Community covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessments obligations set forth in the Declaration. The Annexable Property and the Lots and any Common Area located therein is also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Chatfield Green Homeowners Association, Inc., as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

2

IN WITNESS WHEREOF, Metro has executed this Supplemental Declaration the date and year first above written.

METRO STAR CANYON LLC,
a Colorado limited liability company
By: Metro PK LLC, a Colorado limited
Liability company, its Manager

By: 
Title: Peter A. Kudla, Manager

**EXHIBIT A
TO THE
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR CHATFIELD GREEN**

Description of Annexable Property

A PORTION OF TRACT F, STAR CANYON, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT F;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT F THE FOLLOWING THREE (3) COURSES;

- 1) THENCE NORTH $00^{\circ}37'28''$ WEST A DISTANCE OF 121.44 FEET;
- 2) THENCE NORTH $23^{\circ}05'15''$ EAST A DISTANCE OF 60.53 FEET TO THE POINT OF BEGINNING;
- 3) THENCE CONTINUING NORTH $23^{\circ}05'15''$ EAST A DISTANCE OF 189.44 FEET;

THENCE SOUTH $66^{\circ}54'45''$ EAST A DISTANCE OF 120.30 FEET TO A POINT ON THE WESTERLY LINE OF TRACT D, STAR CANYON;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES;

- 1) THENCE SOUTH $23^{\circ}06'48''$ WEST A DISTANCE OF 49.53 FEET TO A POINT OF CURVATURE;
- 2) THENCE ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $56^{\circ}38'01''$, A RADIUS OF 65.00 FEET, AN ARC LENGTH OF 64.25 FEET AND A CHORD THAT BEARS SOUTH $05^{\circ}12'12''$ EAST;

THENCE SOUTH $56^{\circ}28'47''$ WEST A DISTANCE OF 33.11 FEET;

THENCE SOUTH $89^{\circ}15'54''$ WEST A DISTANCE OF 143.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 20,644 SQUARE FEET MORE OR LESS.

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 14th day of June, 2002, by Peter A. Kudla as Managing Member of Metro PK LLC, a Colorado limited liability company, as Manager of Metro Star Canyon LLC, a Colorado limited liability company.

3

Witness my hand and official seal.

My commission expires: 04/24/2005

Marleen L. Kordik
Notary Public

MARLEEN L. KORDIK
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 04/24/2005

RECEPTION NO. F1520007
7/11/2002 8:02:57 PG: 001-004
PAGE FEE: 20.00 DOC.FEE: 0.00
RECORDED IN JEFFERSON COUNTY, COLORADO

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHATFIELD GREEN**

2000

1-4

METRO STAR CANYON LLC, a Colorado limited liability company ("Metro") as successor to SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, d/b/a Shea Homes (the "Declarant") executes this Supplemental Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Supplemental Declaration"), this 28th day of June, 2002.

A. ADM-Chatfield Green, LLC, a Colorado limited liability company ("ADM") executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Declaration") on December 22, 1997 under Reception No. F0528294 of the records of the Office of the Clerk and Recorder of Jefferson County, Colorado (the "Records"). Terms that are defined in the Declaration shall have the same meanings as set forth therein unless otherwise defined herein.

B. ADM assigned all interest in the Declaration to Declarant by Assignment and Assumption of Declarant's Rights, recorded December 22, 1997, under Reception No. F0528298 of the Records.

C. Article 6 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplement to the Declaration.

D. On or about October 27, 2000, Declarant entered in an agreement for Annexation with Metro Star Canyon, LLC, a Colorado limited liability company, regarding submission of lots within the property described therein for annexation immediately prior to conveyance of any portion thereof to a third party purchaser.

E. The purpose of this Supplemental Declaration is to annex certain land described on Exhibit A hereof (the "Annexable Property") into the Declaration and to include it within the Common Interest Community.

Supplemental Declaration

NOW, THEREFORE, Metro declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its

successors in interest, each Owner and his successors in interest, and the Chatfield Green Homeowners Association, Inc., and its successors in interest.

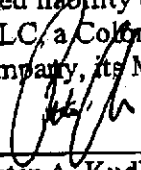
1. Annexation. The Annexable Property is herewith annexed to the Common Interest Community pursuant to the provision of Article 6 of the Declaration.

3. Effect of Annexation. The Annexable Property, the Lots and any Common Area therein, shall be deemed to be included within the Common Interest Community covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessments obligations set forth in the Declaration. The Annexable Property and the Lots and any Common Area located therein is also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Chatfield Green Homeowners Association, Inc., as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

2

IN WITNESS WHEREOF, Metro has executed this Supplemental Declaration the date and year first above written.

METRO STAR CANYON LLC,
a Colorado limited liability company
By: Metro PK LLC, a Colorado limited
Liability company, its Manager

By: 
Title: Peter A. Kudla, Manager

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 24th day of June, 2002, by Peter A. Kudla as Managing Member of Metro PK LLC, a Colorado limited liability company, as Manager of Metro Star Canyon LLC, a Colorado limited liability company. 3

Witness my hand and official seal.

My commission expires: 04/24/2005

MARLEEN L. KORDIK
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 04/24/2005

Marleen L. Kordik
Notary Public

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHATFIELD GREEN**

METRO STAR CANYON LLC, a Colorado limited liability company ("Metro") as successor to SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, d/b/a Shea Homes (the "Declarant") executes this Supplemental Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Supplemental Declaration"), this 6th day of June, 2002.

1-4

20
MB

A. ADM-Chatfield Green, LLC, a Colorado limited liability company ("ADM") executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Declaration") on December 22, 1997 under Reception No. F0528294 of the records of the Office of the Clerk and Recorder of Jefferson County, Colorado (the "Records"). Terms that are defined in the Declaration shall have the same meanings as set forth therein unless otherwise defined herein.

B. ADM assigned all interest in the Declaration to Declarant by Assignment and Assumption of Declarant's Rights, recorded December 22, 1997, under Reception No. F0528298 of the Records.

C. Article 6 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplement to the Declaration.

D. On or about October 27, 2000, Declarant entered in an agreement for Annexation with Metro Star Canyon, LLC, a Colorado limited liability company, regarding submission of lots within the property described therein for annexation immediately prior to conveyance of any portion thereof to a third party purchaser.

E. The purpose of this Supplemental Declaration is to annex certain land described on Exhibit A hereof (the "Annexable Property") into the Declaration and to include it within the Common Interest Community.

Supplemental Declaration

NOW, THEREFORE, Metro declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its

successors in interest, each Owner and his successors in interest, and the Chatfield Green Homeowners Association, Inc., and its successors in interest.

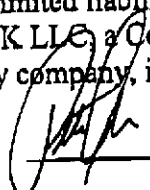
2

1. Annexation. The Annexable Property is herewith annexed to the Common Interest Community pursuant to the provision of Article 6 of the Declaration.

3. Effect of Annexation. The Annexable Property, the Lots and any Common Area therein, shall be deemed to be included within the Common Interest Community covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessments obligations set forth in the Declaration. The Annexable Property and the Lots and any Common Area located therein is also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Chatfield Green Homeowners Association, Inc., as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

IN WITNESS WHEREOF, Metro has executed this Supplemental Declaration the date and year first above written.

METRO STAR CANYON LLC,
a Colorado limited liability company
By: Metro PK LLC, a Colorado limited
Liability company, its Manager

By: 
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

3

The foregoing instrument was acknowledged before me this 10th day of June, 2002, by Peter A. Kudla as Managing Member of Metro PK LLC, a Colorado limited liability company, as Manager of Metro Star Canyon LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 04/24/2005

MARLEEN L. KORDIK
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 04/24/2005

Marleen L. Kordik
Notary Public

EXHIBIT A

Annexable Property

Lots 5, 6, 7, 8 and 9, Block 5 of Star Canyon, according to the Plat thereof recorded on January 24, 2001 at Reception No. F1173962 of the records of the Clerk and Recorder of Jefferson County, Colorado.

4

RECEPTION NO. F1507269
6/20/2002 16:45:57 PG: 001-004
PAGE FEE: 20.00 DOC.FEE: 0.00
RECORDED IN JEFFERSON COUNTY, COLORADO

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHATFIELD GREEN**

2002

METRO STAR CANYON LLC, a Colorado limited liability company ("Metro") as successor to SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, d/b/a Shea Homes (the "Declarant") executes this Supplemental Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Supplemental Declaration"), this 14th day of June, 2002.

1-4

A. ADM-Chatfield Green, LLC, a Colorado limited liability company ("ADM") executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Declaration") on December 22, 1997 under Reception No. F0528294 of the records of the Office of the Clerk and Recorder of Jefferson County, Colorado (the "Records"). Terms that are defined in the Declaration shall have the same meanings as set forth therein unless otherwise defined herein.

B. ADM assigned all interest in the Declaration to Declarant by Assignment and Assumption of Declarant's Rights, recorded December 22, 1997, under Reception No. F0528298 of the Records.

C. Article 6 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplement to the Declaration.

D. On or about October 27, 2000, Declarant entered in an agreement for Annexation with Metro Star Canyon, LLC, a Colorado limited liability company, regarding submission of lots within the property described therein for annexation immediately prior to conveyance of any portion thereof to a third party purchaser.

E. The purpose of this Supplemental Declaration is to annex certain land described on Exhibit A hereof (the "Annexable Property") into the Declaration and to include it within the Common Interest Community.

Supplemental Declaration

NOW, THEREFORE, Metro declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its

successors in interest, each Owner and his successors in interest, and the Chatfield Green Homeowners Association, Inc., and its successors in interest.

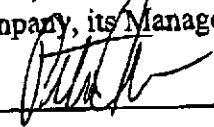
1. Annexation. The Annexable Property is herewith annexed to the Common Interest Community pursuant to the provision of Article 6 of the Declaration.

3. Effect of Annexation. The Annexable Property, the Lots and any Common Area therein, shall be deemed to be included within the Common Interest Community covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessments obligations set forth in the Declaration. The Annexable Property and the Lots and any Common Area located therein is also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Chatfield Green Homeowners Association, Inc., as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

2

IN WITNESS WHEREOF, Metro has executed this Supplemental Declaration the date and year first above written.

METRO STAR CANYON LLC,
a Colorado limited liability company
By: Metro PK LLC, a Colorado limited
Liability company, its Manager

By: 
Title: Peter A. Kudla, Manager

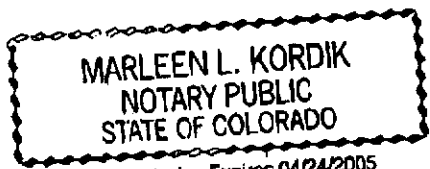
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 14th day of June, 2002, by Peter A. Kudla as Managing Member of Metro PK LLC, a Colorado limited liability company, as Manager of Metro Star Canyon LLC, a Colorado limited liability company.

3

Witness my hand and official seal.

My commission expires: 04/24/2005



Marleen L. Kordik
Notary Public

**EXHIBIT A
TO THE
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR CHATFIELD GREEN**

Description of Annexable Property

4

A PORTION OF TRACT F, STAR CANYON, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT F;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT F THE FOLLOWING THREE (3) COURSES;

- 1) THENCE NORTH 00°37'28" WEST A DISTANCE OF 121.44 FEET;
- 2) THENCE NORTH 23°05'15" EAST A DISTANCE OF 60.53 FEET TO THE POINT OF BEGINNING;
- 3) THENCE CONTINUING NORTH 23°05'15" EAST A DISTANCE OF 189.44 FEET;

THENCE SOUTH 66°54'45" EAST A DISTANCE OF 120.30 FEET TO A POINT ON THE WESTERLY LINE OF TRACT D, STAR CANYON;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES;

- 1) THENCE SOUTH 23°06'48" WEST A DISTANCE OF 49.53 FEET TO A POINT OF CURVATURE;
- 2) THENCE ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 56°38'01", A RADIUS OF 65.00 FEET, AN ARC LENGTH OF 64.25 FEET AND A CHORD THAT BEARS SOUTH 05°12'12" EAST;

THENCE SOUTH 56°28'47" WEST A DISTANCE OF 33.11 FEET;

THENCE SOUTH 89°15'54" WEST A DISTANCE OF 143.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 20,644 SQUARE FEET MORE OR LESS.

RECEPTION NO. F1467437
4/22/2002 11:38:08 PG: 001-004
PAGE FEE: 20.00 DOC.FEE: 0.00
RECORDED IN JEFFERSON COUNTY, COLORADO

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHATFIELD GREEN**

1-4

Handwritten initials

METRO STAR CANYON LLC, a Colorado limited liability company ("Metro") as successor to SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, d/b/a Shea Homes (the "Declarant") executes this Supplemental Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Supplemental Declaration"), this 12th day of April, 2002.

A. ADM-Chatfield Green, LLC, a Colorado limited liability company ("ADM") executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Declaration") on December 22, 1997 under Reception No. F0528294 of the records of the Office of the Clerk and Recorder of Jefferson County, Colorado (the "Records"). Terms that are defined in the Declaration shall have the same meanings as set forth therein unless otherwise defined herein.

B. ADM assigned all interest in the Declaration to Declarant by Assignment and Assumption of Declarant's Rights, recorded December 22, 1997, under Reception No. F0528298 of the Records.

C. Article 6 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplement to the Declaration.

D. On or about October 27, 2000, Declarant entered in an agreement for Annexation with Metro Star Canyon, LLC, a Colorado limited liability company, regarding submission of lots within the property described therein for annexation immediately prior to conveyance of any portion thereof to a third party purchaser.

E. The purpose of this Supplemental Declaration is to annex certain land described on Exhibit A hereof (the "Annexable Property") into the Declaration and to include it within the Common Interest Community.

Supplemental Declaration

NOW, THEREFORE, Metro declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its

successors in interest, each Owner and his successors in interest, and the Chatfield Green Homeowners Association, Inc., and its successors in interest.

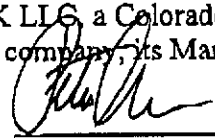
2

1. Annexation. The Annexable Property is herewith annexed to the Common Interest Community pursuant to the provision of Article 6 of the Declaration.

3. Effect of Annexation. The Annexable Property, the Lots and any Common Area therein, shall be deemed to be included within the Common Interest Community covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessments obligations set forth in the Declaration. The Annexable Property and the Lots and any Common Area located therein is also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Chatfield Green Homeowners Association, Inc., as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

IN WITNESS WHEREOF, Metro has executed this Supplemental Declaration the date and year first above written.

METRO STAR CANYON LLC,
a Colorado limited liability company
By: Metro PK LLC, a Colorado limited
Liability company, its Manager

By: 
Title: Manager

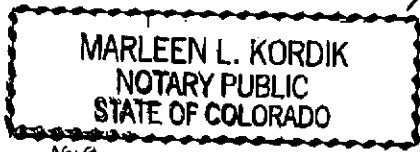
STATE OF COLORADO)
COUNTY OF Denver) ss.

3

The foregoing instrument was acknowledged before me this 16th day of April, 2002, by Peter A. Kudla as Managing Member of Metro PK LLC, a Colorado limited liability company, as Manager of Metro Star Canyon LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 04/24/2005



Marleen L. Kordik
Notary Public

My Commission Expires 04/24/2005

EXHIBIT A

4

Annexable Property

Block 7 of Star Canyon, according to the Plat thereof recorded on January 24, 2001 at Reception No. F1173962 of the records of the Clerk and Recorder of Jefferson County, Colorado.

RECEPTION NO. F1465536
4/17/2002 11:58:53 PG: 001-004
PAGE FEE: 20.00 DOC.FEE: 0.00
RECORDED IN JEFFERSON COUNTY, COLORADO

① SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHATFIELD GREEN

2000

METRO STAR CANYON LLC, a Colorado limited liability company ("Metro") as successor to SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, d/b/a Shea Homes (the "Declarant") executes this Supplemental Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Supplemental Declaration"), this 10th day of April, 2002.

1-4

A. ADM-Chatfield Green, LLC, a Colorado limited liability company ("ADM") executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Chatfield Green (the "Declaration") on December 22, 1997 under Reception No. F0528294 of the records of the Office of the Clerk and Recorder of Jefferson County, Colorado (the "Records"). Terms that are defined in the Declaration shall have the same meanings as set forth therein unless otherwise defined herein.

B. ADM assigned all interest in the Declaration to Declarant by Assignment and Assumption of Declarant's Rights, recorded December 22, 1997, under Reception No. F0528298 of the Records.

C. Article 6 of the Declaration reserves unto the Declarant the right to annex certain land to the Declaration by recordation of one or more supplement to the Declaration.

D. On or about October 27, 2000, Declarant entered in an agreement for Annexation with Metro Star Canyon, LLC, a Colorado limited liability company, regarding submission of lots within the property described therein for annexation immediately prior to conveyance of any portion thereof to a third party purchaser.

E. The purpose of this Supplemental Declaration is to annex certain land described on Exhibit A hereof (the "Annexable Property") into the Declaration and to include it within the Common Interest Community.

Supplemental Declaration

NOW, THEREFORE, Metro declares that the Annexable Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the Annexable Property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its

successors in interest, each Owner and his successors in interest, and the Chatfield Green Homeowners Association, Inc., and its successors in interest.

1. Annexation. The Annexable Property is herewith annexed to the Common Interest Community pursuant to the provision of Article 6 of the Declaration.

3. Effect of Annexation. The Annexable Property, the Lots and any Common Area therein, shall be deemed to be included within the Common Interest Community covered by the Declaration and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all assessments obligations set forth in the Declaration. The Annexable Property and the Lots and any Common Area located therein is also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Chatfield Green Homeowners Association, Inc., as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws. 2

IN WITNESS WHEREOF, Metro has executed this Supplemental Declaration the date and year first above written.

METRO STAR CANYON LLC,
a Colorado limited liability company
By: Metro PK, LLC, a Colorado limited
liability company, its Manager

By: 
Title: Peter A. Kudla, Manager

STATE OF COLORADO)
)
COUNTY OF Danvers) ss.

The foregoing instrument was acknowledged before me this 11th day of April, 2002, by Peter A Kudla as Managing Member of Metro PK, LLC, of Metro Star Canyon LLC, a Colorado limited liability company. a Colorado limited liability company as Manager of

Witness my hand and official seal.

My commission expires: 04/24/2005

MARLEEN L. KORDIK
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 04/24/2005

Marleen L. Kordik
Notary Public

3

**EXHIBIT A
TO THE
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR CHATFIELD GREEN**

Description of Annexable Property

A PORTION OF TRACT F, STAR CANYON, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

4

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT F;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT F THE FOLLOWING TWO COURSES;

1) THENCE NORTH 00°37'28" WEST A DISTANCE OF 121.44 FEET;

2) THENCE NORTH 23°05'15" EAST A DISTANCE OF 60.53 FEET;

THENCE NORTH 89°15'54" EAST A DISTANCE OF 143.50 FEET;

THENCE NORTH 56°28'47" EAST A DISTANCE OF 33.11 FEET TO A POINT ON A CURVE, SAID POINT ALSO BEING ON THE BOUNDARY OF SAID TRACT F;

THENCE ALONG SAID BOUNDARY OF TRACT F AND ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 32°15'26", A RADIUS OF 65.00 FEET, A CHORD THAT BEARS SOUTH 49°38'56" EAST, AND AN ARC LENGTH OF 36.59 FEET;

THENCE SOUTH 0°37'45" EAST A DISTANCE OF 171.42 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT F;

THENCE SOUTH 89°22'15" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 222.93 FEET TO THE POINT OF BEGINNING.