



ONE REPORT

To: SPRINGS HOMES INC

Date Ordered: 10-17-2017

Attn: JOE BOYLAN

Order Number 728271

Fax:

Phone: 719-388-4000

Address: 79 MISTY CREEK DR MONUMENT, CO 80132

County: EL PASO

LEGAL DESCRIPTION

LOT 4, THE HEIGHTS AT JACKSON CREEK FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

OWNERSHIP & ENCUMBRANCES

Certification Date: 10-12-2017

OWNERSHIP: KEVIN J. SMITH

<u>Doc Type</u>	<u>Doc Fee</u>	<u>Date</u>	<u>Reference#</u>
WARRANTY DEED	\$24.20	09-29-2004	163717

ENCUMBRANCES AND OTHER DOCUMENTS

<u>Item</u>	<u>Payable To</u>	<u>Amount</u>	<u>Date</u>	<u>Reference#</u>
DEED OF TRUST	WELLS FARGO BANK, N.A.	\$193,600.00	09-29-04	163718
COVENANTS/RESTRIC			05-04-00	50009

Cust Ref#

By: SHANON BLANKENSHIP

Land Title

Property Resource Specialist

Email: sblankenship@ltgc.com

Phone: 303-321-1880

Fax:

This ONE REPORT is based on a limited search of the county real property records and is intended for informational purposes only. The ONE REPORT does not constitute any form of warranty or guarantee of title or title insurance, and should not be used by the recipient of the ONE REPORT as the basis for making any legal, investment or business decisions. The recipient of the ONE REPORT should consult legal, tax and other advisors before making any such decisions. The liability of Land Title Guarantee Company is strictly limited to (1) the recipient of the ONE REPORT, and no other person, and (2) the amount paid for the ONE REPORT.



Prepared For:
SPRINGS HOMES INC
JOE BOYLAN

Reference: 79 MISTY CREEK DR MONUMENT, CO 80132

Attached are the additional documents you requested:

Doc Type

Recorded

Reception#/BookPage

SHANON BLANKENSHIP
Land Title
Property Resource Specialist
Email: sblankenship@ltgc.com
Phone: 303-321-1880
Fax:

ADD .DOCS 728271

INVOICE



Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
719-634-4821

Tax ID: 84-0572036

INVOICE NO. CSP-29048

SPRINGS HOMES INC
Attn: JOE BOYLAN
5262 N NEVADA AVE #130
PMB 483
COLORADO SPRINGS, CO 80918

Reference

Your reference Number : O & E Report
Our Order Number : 728271
Our Customer Number : 63083
Invoice Requested By : Joe Boylan
Invoice (Process) Date : October 17, 2017
Transaction Invoiced By : Web Services
Email Address : invoicing@ltgc.com

Property Address: 79 MISTY CREEK DR

Owner: Kevin J. Smith

- CHARGES -

Service:	O & E Report	\$7.00
Ref:	O & E Report-728271	
Addr:	79 MISTY CREEK DR	
Party:	KEVIN J. SMITH	
Total Amount Invoiced:		\$7.00
Less Payment(s):		\$0.00
Balance Due:		\$7.00

Payment due upon receipt
Please Reference Invoice No. on Payment
Please make check payable and send to:
Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111



ONE REPORT - This ONE REPORT is based on a limited search of the county real property records and is intended for informational purposes only. The ONE REPORT does not constitute any form of warranty or guarantee of title or title insurance, and should not be used by the recipient of the ONE REPORT as the basis for making any legal, investment or business decisions. The recipient of the ONE REPORT should consult legal, tax and other advisors before making any such decisions. The liability of Land Title Guarantee Company is strictly limited to (1) the recipient of the ONE REPORT, and no other person, and (2) the amount paid for the ONE REPORT.

TBD REPORT - This report is neither a commitment to insure, nor an abstract of title. This product may not conform to the written standard and practices of our underwriters and the Company reserves the right to set further requirements and/or exceptions should a full title commitment be ordered in the future. The liability of the Company shall not exceed the charge paid by the applicant for this report, nor shall the Company be held liable to any party other than the applicant for this report.

PROPERTY REPORT - This Report is based on a limited search of the county real property records and provides the name(s) of the vested owner(s), the legal description, tax information (taken from information provided by the county treasurer on its website) and encumbrances, which, for the purposes of this report, means deed of trust and mortgages, and liens recorded against the property and the owner(s) in the records of the clerk and recorder for the county in which the subject property is located. This Report does not constitute any form of warranty or guarantee of title or title insurance. The liability of Land Title Guarantee Company is strictly limited to (1) the recipient of the Report, and no other person, and (2) the amount paid for the Report.

OPEN DEED REPORT - The Open Deed Report does not include a search of the names of the property owner(s). This report is for informational purposes only and does not constitute any form of title guarantee nor insurance. The liability of this company shall not exceed the charge paid by the applicant for this report, nor shall the company be held liable to any party other than the applicant for this report.

ROBERT C. "BOB" BALINK El Paso County, CO
09/29/2004 09:59:52 AM
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Rec \$11.00 1 of 2 204163717



WHEN RECORDED RETURN TO:
Kevin J. Smith
79 Misty Creek Drive
Monument, CO 80132

WARRANTY DEED

THIS DEED, dated this September 28, 2004,
between Thompson Family Trust of the County of
El Paso and State of Colorado, grantor(s), and
Kevin J. Smith,

whose legal address is 79 Misty Creek Drive, Monument, CO 80132 of the County of El Paso and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of Two Hundred Forty Two Thousand and 00/100 Dollars (\$242,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

Lot 4, The Heights at Jackson Creek Filing No. 2, Town of Monument, County of El Paso, State of Colorado.

also known by street and number as: **79 Misty Creek Drive, Monument, CO 80132**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee(s), his heirs and assigns, that of the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except **general taxes for the year 2004 and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.**

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Donald Frederick Thompson, trustee

Thompson Family Trust by
Donald Frederick Thompson, as Trustee

Miriam Elena Thompson, trustee

Thompson Family Trust by
Miriam Elena Thompson, as Trustee

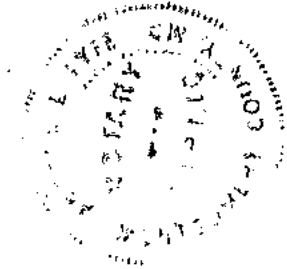
STATE OF MARYLAND)
COUNTY OF MONTGOMERY)SS
)

The foregoing instrument was acknowledged before me on September 28, 2004, by Donald Frederick Thompson and Miriam Elena Thompson who personally appeared as Trustees of Thompson Family Trust..

My Commission Expires



Andrew E. Fyfe
Notary Public



19

ROBERT C. "BOB" BALINK El Paso County, CO
09/29/2004 09:59:52 AM
Doc \$0.00 Page
Rec \$96.00 1 of 19 204163718



Return To:
WELLS FARGO HOME MORTGAGE
3601 MINNESOTA DR. SUITE 200
BLOOMINGTON, MN 55435

Prepared By:
WELLS FARGO BANK, N.A.

3900 EAST MEXICO AVE., SUITE
800, DENVER, CO 802100000

[Space Above This Line For Recording Date]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated SEPTEMBER 28, 2004 together with all Riders to this document.
- (B) "Borrower" is KEVIN J SMITH, A MARRIED PERSON

Borrower is the trustor under this Security Instrument.
(C) "Lender" is WELLS FARGO BANK, N.A.

Lender is a NATIONAL ASSOCIATION
0047117379
COLORADO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3006 1/01

VMP -S(CO) (0006)

Page 1 of 15

Initials: 

VMP MORTGAGE FORMS - (300)521-7291



LTCS LT00323 DT

organized and existing under the laws of THE UNITED STATES
Lender's address is P.O. BOX 10304, DES MOINES, IA 503060304

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is the Public Trustee of EL PASO County, Colorado.

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 28, 2004

The Note states that Borrower owes Lender ONE HUNDRED NINETY THREE THOUSAND SIX HUNDRED AND 00/100

Dollars
(U.S. \$ ****193,600.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 01, 2034

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to

time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction]

of EL PASO

[Name of Recording Jurisdiction]:

LOT 4, THE HEIGHTS AT JACKSON CREEK FILING NO.2, TOWN OF MONUMENT COUNTY OF EL PASO, STATE OF COLORADO

*SEE ADJUSTABLE RATE RIDER

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 10304, DES MOINES, IA 503060304

Parcel ID Number: 6130311004

which currently has the address of

79 MISTY CREEK LANE

[Street]

MONUMENT

[City], Colorado 80132

[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow

Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless

Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the

work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If

(a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source

of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's

notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c)

certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any

Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

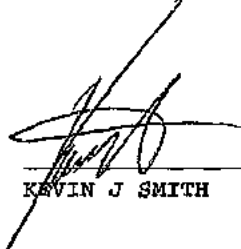
Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly canceled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



KEVIN J SMITH

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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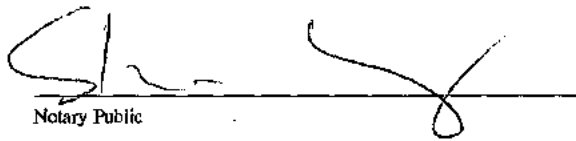
STATE OF COLORADO, EL PASO

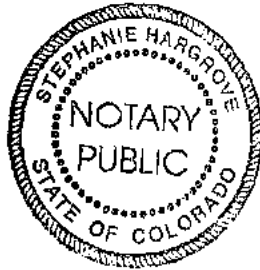
El Paso County ss:

The foregoing instrument was acknowledged before me this 28th day of September, 2004
by KEVIN J SMITH

Witness my hand and official seal.

My Commission Expires: 5/19/07


Notary Public





FIXED/ADJUSTABLE RATE RIDER
(One-Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this **28TH** day of **SEPTEMBER, 2004**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to **WELLS FARGO BANK, N.A.**

("Lender") of the same date and covering the property described in the Security Instrument and located at: **79 MISTY CREEK LANE, MONUMENT, CO 80132**

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of **4.625** %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of **OCTOBER, 2009**, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

0047117379

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - ONE-YEAR TREASURY INDEX- Single Family -
Fannie Mae Uniform Instrument

U248-843R (0006) Form 3182 1/01
Page 1 of 4 Initials:

VMP MORTGAGE FORMS - (800)521-7281



(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND THREE-QUARTERS** percentage points (**2.750** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **9.625** % or less than **2.750** %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **9.625** %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all

sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.


KEVIN J SMITH

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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-Borrower

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SECTION I
DESIGN STANDARDS
THE HEIGHTS AT JACKSON CREEK FILING NO. 1 AND NO. 2

These Design Standards are adopted by Elite Properties of Amencia, Inc., a Colorado Corporation ("Declarant") pursuant to the Declaration of Covenants, Conditions and Restrictions for Lots 1 - 161, inclusive, in The Heights at Jackson Creek Filing No. 1 and for lots 1-152, inclusive, in The Heights at Jackson Creek Filing No. 2. The Declarant has the unilateral right to amend these Design Standards as further set forth in the Declaration referred to above and recorded in the real property records of the County of El Paso, State of Colorado.

I. Intent

Jackson Creek is intended to be a community where diverse interests intermingle creating a need for a forum in which various site developments can be evaluated for their impact and harmony with others. Therefore, these Design Standards, pertaining to residential development, have been adopted to provide a basis for consistency of development, while respecting the natural setting and allowing creative expressions. They should be used as a tool to assist land owners in the design and construction of new homes or alterations at Jackson Creek.

A primary goal of Jackson Creek is to encourage and incorporate the following concepts, in part, including

- Creating neighborhoods with distinct identity, character and variety of housing styles and densities.
- Residential streetscapes which encourage pedestrian traffic
- Giving priority to public spaces within neighborhoods and creating a sense of space for its users.
- Creating continuous green edges between neighborhoods which can also function as corridors for walking and biking.
- Architecture which responds to the surrounding fabric of buildings, spaces and to local traditions
- Incorporation of traditional architectural elements such as front porches, entry courtyards, and chimneys
- Land use patterns, street layouts, and densities which make walking, bicycling and public transit viable alternatives to driving

These guidelines shall form the basis and criteria for evaluation of plans and specifications submitted for review and approval to the Jackson Creek Design Review Committee ("The Committee"). The Committee is established by the Declarant under the provisions of the Declaration. The Committee is comprised of three members, one representative from Vision Development, one from Classic Homes, and one from Keller Homes. The composition of the members of the Committee may be changed at any time by the Declarant as further set forth in the Declaration. The Committee is not established to stifle imaginative or creative desires of the future residents, but rather to ensure that disciplines will be in effect which are intended to cause the development of the community to grow in an integrated and continuous manner. Accordingly, these Design Standards are subject to

SECTION II
RESIDENTIAL DEVELOPMENT STANDARDS

The standards in this section pertain to all development within the following land use areas.

Planned Residential District - Estate (PRD-2)
Planned Residential District - Single Family (PRD-4)
Planned Residential District - Single Family (PRD-6)

1. SITE IMPROVEMENT STANDARDS AND USE RESTRICTIONS

a. Construction Type

All construction shall be new. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling or structure may be moved onto a Lot or Building Site except as expressly hereinafter provided for temporary construction, sales or administrative offices.

b. Storage

No building materials shall be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement

c. Construction, Sales or Administrative Offices

Temporary buildings for construction or administrative purposes or for sales offices may be erected or maintained only by Declarant or with the permission of the The Committee Model homes may be used and exhibited only by Declarant or with the permission of The Committee. Temporary buildings which are permitted for construction or administrative purposes or for sales offices shall be promptly removed when they cease to be used for these purposes.

d. Site Planning

Each building site in this community has its own specific qualities and characteristics. A preference will be expressed for plans which take advantage of short and long views and maximize solar exposure

Development of residential sites are intended to accommodate and encourage pedestrian circulation from residential areas to schools, parks, commercial and business activity centers. Preservation of these natural features will also protect and enhance visual corridors from surrounding roadways and homesites.

Respect for adjacent development is also important. Coordination of elements such as building massing, material compatibility, sun/shade patterns, indoor/outdoor relationships, drainage, and access will help make for better neighbors

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e. Setbacks/Lot Width

Building setback is defined as the horizontal distance between a platted lot line and a building or structure. This distance does not include the projections of eaves, overhangs, fireplaces, patios, decks, fire escapes, mechanical units or similar architectural appurtenances except that no such projection shall extend beyond any lot line of the lot on which they are located. In instances where buffer areas are provided, the width or depth of any such buffer area may be subtracted from the required setback to either reduce or eliminate such setback

Minimum Setback Requirements

Land Use Classification	Front Setback	Side Setback	Rear Setback
PRD-2	25 feet	7.5 feet *	25 feet
PRD-4	25 feet	7.5 feet **	20 feet
PRD-6	25 feet	5 feet *	20 feet

* 25 feet where abutting a street.

** 20 feet where abutting a street; Minimum side yards may be eliminated to provide for zero lot line construction provided said zero lot lines are approved as conditional uses pursuant to the provisions of Ordinance No 13 - 87, Section XI

Minimum Lot Width (at front setback line)

Land Use Classification	Lot Width
PRD-2	75 feet
PRD-4	60 feet
PRD-6	50 feet

f. Building Height

Maximum building height for all residential development areas is 35 feet.

Building height is defined as the vertical distance from the average finished grade (not including berming or grading for the purpose of permitting a higher building) surrounding a structure to the uppermost point of the roof structure. Chimneys, ventilators, steeples, cupolas, skylights, solar collectors, and necessary mechanical appurtenances usually constructed above roof level are not to be considered in determining building height

constructed above roof level are not to be considered in determining building height

g. Grading and Drainage

Standards for grading and drainage are general, minimum standards only and shall not constitute a representation, warranty or agreement by the Declarant, or The Committee that adherence to such minimum standards in designing or constructing a residence or installing landscaping shall result in a residence or landscaping which is free from any defects. Neither the Declarant, nor The Committee shall be liable for any damages resulting from the design or construction of any home or landscaping which has been approved by The Committee pursuant to these guidelines or for any damages resulting from an Owner's failure to meet or exceed the minimum Design Standards set forth in these guidelines when necessary for the proper design and completion of residences or landscaping.

All site improvements should be designed to minimize the extent of grading required. Techniques for doing this include "stepping" buildings down slopes, providing access across slopes instead of down them, and using low retaining walls where necessary. Where grading is necessary, cut and fill slopes should be kept to a maximum of three horizontal to one vertical.

Upon completion of any residence or associated structure the lot shall be final graded in a manner so as to insure positive drainage away from the structure's foundation. Swales need to be designed in accordance with the Owner's engineering report

On most properties, the location and the volume of water that currently enters and departs the site must be accepted. Within the lot, adjustments can be made as described above. However, some properties may contain parcels of land that have been improved by the Declarant that must function as drainage facilities for the overall project, and which must be incorporated into the drainage design for the specific lot

h. Erosion Control

During and subsequent to all site construction, techniques for controlling erosion within the site and onto other sites shall be mandatory and strictly enforced by The Committee. Techniques include the use of sedimentation basins, filtration materials such as straw bales or permeable geotextiles, and slope stabilization fabrics or tackifiers. Refer to Triview Metropolitan District regulations for additional erosion control standards

i. Declarant Fencing

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Filing #1

Declarant reserves the right, but shall not have the obligation to construct and maintain a two or three rail wood fence with wood posts within The Heights at Jackson Creek Filing #1 along that portion of the rear Lot Line of Lots 10-22, 130-146, and 148-161; Side lot fencing may also be constructed along the side lot lines of Lots 1, 22, 23, 34, and 161 adjacent to

Toreva Drive; Side lot fencing may also be constructed along the side lot lines of Lots 76, 107, 115, and 142 along the North property line adjacent to the proposed trail; Side lot fencing may also be constructed along the side lot lines of Lots 77, 106, 116, and 141 along the South Lot line adjacent to the proposed trail. Further, Declarant reserves the right, but shall not have the obligation to construct and maintain a six foot opaque fence along the rear lot lines of lots 1-9 and the south property line of lot 10

Filing #2

Declarant reserves the right, but shall not have the obligation to construct and maintain a two or three rail wood fence with wood posts within The Heights at Jackson Creek Filing #2 along that portion of the rear Lot Line of Lots 31-38 and 70-72, adjacent to Lyons Tail Road ; Side lot fencing may also be constructed along the side lot lines of Lots 78, 118, 134, and 148 along the North property line adjacent to the proposed trail; Side lot fencing may also be constructed along the side lot lines of Lots 79, 117, 135, and 147 along the South Lot line adjacent to the proposed trail. Further, Declarant reserves the right, but shall not have the obligation to construct and maintain a six foot opaque fence along the rear lot lines of lots 1-11 and the south property line of lot 12

Additionally, any fences installed by Declarant pursuant to this section shall be referred to in these Design Standards as the "Declarant Fences". Declarant's entry on any Lot to construct or, if Declarant elects, maintain a Declarant Fence shall not be deemed a trespass The Declarant Fences, if installed by Declarant, shall thereafter be maintained and kept in good repair by the Owners of the Lots on which the Declarant Fences are situated, including but not limited to complying with the provisions set forth below. Notwithstanding the previous sentence, each Owner on whose Lot a Declarant Fence is located shall only be obligated to maintain the portion thereof which is located within the applicable Owner's Lot. Once the Declarant Fences shall have been installed, no modifications shall be made to them without the prior approval of The Committee, and The Committee shall require Owners of the affected lots to perform maintenance in such a way as to preserve the uniform and harmonious appearance of the Declarant Fence. The height of the fences may not be increased. No additions or attachments shall be made to any Fences which are visible from the exterior of the Lot in question. No sign of any type shall be displayed from the Fences Except with The Committee approval, no other fence on the Lots specified above which is within seventy-five feet of or intersects or adjoins a Declarant Fence shall be of greater height than the Declarant Fence, and any other fence approved by The Committee which intersects the Declarant Fence shall be tapered from a distance of eight feet from the intersection upward or downward to the same height as the Declarant Fence at the point where it meets the Declarant Fence. All Declarant Fences, shall be subject to the provisions below

j. District Standard Fence, Walls and Landscaping Maintenance

Each Owner hereby acknowledges that Declarant shall have the right to construct certain improvements within The Heights at Jackson Creek Filing #1 and #2, and which improvements may include a wall, six foot cedar fencing and landscaping, as well as other improvements. Such improvements shall not be located within the Lots and shall constitute part of the Maintenance areas, as defined below. Triview Metropolitan District shall

maintain, in good condition, the open space, public access drainage, utilities, roads, walls, fences, landscaping and other improvements to be constructed (including watering and replacing any dead landscaping). If the District does not properly perform such maintenance, Declarant also has the right (but not the obligation), after Due Notice to the District to enter any maintenance areas and perform this maintenance. The party performing the maintenance shall not be liable for any loss, costs or damages to any Owner of a Lot on account of its performance of such maintenance, except for any such loss, cost or damage caused by gross negligence or willful misconduct.

k. Retaining Walls

Should any retaining walls be utilized on the site, they should be as low as possible, and if higher than 4 feet, should be terraced to minimize impact. A registered, professional engineer must design any walls exceeding 4 feet in height. Retaining walls should complement the natural surroundings and the architecture, using materials such as natural stone, masonry units or treated wood products.

l. Fencing and Privacy Screens

A system of fencing and privacy screens has been developed for common areas along collector and arterial streets, and for selected areas on individual lots. The use of fences and screening on individual lots will be discouraged except when used to define private outdoor living areas or to aid in confining pets or children to specific areas. To allow a more open, spacious feeling, six foot privacy fences will not be permitted on perimeter lot lines (except as noted in i above). The following are specific guidelines for various types of fences and screens that are allowed along rear and side perimeter lot lines.

- a. Pressure treated, two or three rail wood fences with wood posts (See Appendix II)
- b. Architecturally detailed wrought iron fences

No side Lot fence shall be installed on a corner Lot which is less than twenty feet from the street curb. Limited visibility wire mesh fence may be fastened to the inside of wood rail fences, to improve containment. All fence posts and rails must be pressure treated wood. All wrought iron railing must be painted a dark brown or black color. All enclosures must be adequately screened from adjoining residences and streets with landscape buffers, hedges, berms, etc.

All fencing plans must be submitted and approved by The Committee prior to construction by the individual homeowners.

m. Privacy Screens

Outdoor privacy areas including entry courts, decks, patios, hot tubs, etc. may be enclosed by solid fences or privacy screens not to exceed 6 feet in height. Materials and finish must be harmonious and compatible with the main structure. These enclosures shall be limited to the residential building envelope and shall be closely associated with the residential structure. If fully enclosed the privacy screens shall not exceed 500 square feet in coverage.

unless otherwise approved by The Committee. All such privacy screens must be approved by the Committee prior to installation.

n. Swimming Pool Enclosure

Swimming pool enclosures, where appropriate, may also be enclosed by solid fences or privacy screens not to exceed 6 feet in height. Materials and finish must be harmonious and compatible with the main structure. These enclosures shall be limited to the rear residential building envelope and shall not exceed 3,000 square feet in coverage. All enclosures must be adequately screened from adjoining residences and streets with landscape buffers, hedges, berms, etc.

All fencing plans must be submitted and approved by The Committee prior to construction by individual homeowners.

o. Tennis Court Enclosure

Tennis courts, where appropriate, may be enclosed with vinyl clad chain-link fencing. Vinyl clad chain-link colors will be black, dark brown, or dark green and all posts, support rails, gates and associated hardware shall be vinyl clad or painted to match. Tennis court fence height shall not exceed 12 feet on end enclosures, and 4 feet on side fencing.

All fencing plans must be submitted and approved by The Committee prior to construction by individual homeowners.

p. Driveways and Parking

There shall be a maximum of three fully enclosed garage spaces for each single family detached unit unless by special approval of The Committee. In addition, a minimum of two off-street parking spaces shall be incorporated into the drive design.

Access to each residence shall be via a public street or alley.

Driveways should intersect the street at no less than 60 degrees for maximum visibility and should not exceed 12% in slope, except where use of short pitches up to 15% may lessen site impacts. Steeper driveway pitches may be granted only by special approval of The Committee based upon site constraints.

All driveways shall have a paved, hard surface of concrete. Asphalt surfaces shall only be allowed by special approval of The Committee. Driveway access onto Baptist Road, Leather Chaps and Lyons Trail will be strictly prohibited.

q. Lighting

All exterior lighting shall be of a "sharp cut-off" design, minimizing light spill onto adjacent properties. Such fixtures, used for illumination of driveways, walks, address signage, and

general landscape purposes, shall be compatible with the architecture of the structure. Tennis court lighting or high intensity lighting on any play areas (basketball) of residential lots shall be strictly prohibited

r. Signage

An overall sign program for each residential development area must be submitted to The Committee which includes all signs proposed for the site. All exterior signs and graphic systems are to be designed so that they are compatible with the desired character of Jackson Creek.

The following signs shall be allowed on individual lots

- A. Signs required by legal proceedings
- B. Residential address/identification signs constructed of materials which are compatible with the architecture of the area. These signs must be approved by The Committee prior to erection. Such signs shall not exceed a total face area of three square feet, unless by special approval of The Committee.
- C. Signs of the type used by architects, lenders, contractors, subcontractors and tradesmen shall be allowed on the lot for the construction period only
- D. For Sale signs may be erected upon a lot, provided that no more than one sign is erected and that this sign does not exceed a total face area of four square feet unless otherwise approved by The Committee.

No other signs will be allowed without prior written consent of The Committee. No signs whatsoever shall be attached or fastened to any fences or natural features including existing trees. No sign shall exceed a height of four feet from grade unless by special approval of The Committee

s. Mailboxes

Standard Neighborhood Box Units (NBU) will be used at Jackson Creek. The Declarant in conjunction with the U.S. Postal Service will identify locations.

t. Utilities

All utilities except lighting standards and customary service devices for access control or use of utilities shall be installed underground

u. Antennas, Satellite Dishes, Etc.

Except as provided below, no aeral, antenna, satellite dish or microwave system for reception or transmission of radio, television or other electronic signals, or other roof

projection, including but not limited to lightning rods and weather vanes, shall be maintained on the roof or any other exterior location of a building or lot, unless fully screened in a manner approved by The Committee.

One satellite dish may be installed on a residential lot subject to the following conditions:

- A. The satellite dish/antennae is one meter or less in diameter
- B. To the extent feasible, the satellite dish/antennae should be placed in the rear or side yard in such a manner that it is screened from adjacent street(s) and neighboring properties.
- C. The satellite dish/antennae should be installed at the lowest possible placement, utilizing ground level siting (unless a signal is unattainable).
- D. The dish/antennae may be required to be painted to match the surrounding environment or screened with a reasonable amount of plantings to minimize its visual impact to surrounding areas

The Dish must be designed to receive television broadcast signals as defined by the Federal Communications Commission, or the Telecommunications Act of 1996, shall be permitted so long as the means, method and location of such Antenna comply with the rules adopted from time to time by Declarant or The Committee. No unreasonable delay or unreasonable increase in the cost of installation or maintenance shall be imposed by such rules nor shall the rules prevent reception or otherwise make reception impossible for any owner who shall seek to install an Antenna, other than for health and safety reasons.

v. Home Occupations

A home occupation is a permitted accessory use in any Residential Zone District if the following conditions are met:

- A. Such use is conducted entirely within a principal building and is not carried on by any other person other than the inhabitants living there, except that not more than one (1) outside employee is allowed
- B. Such use is clearly incidental and secondary to the residential use of the dwelling and does not change the residential character thereof
- C. The total area used for such purposes shall not be greater than
 - 1. Twenty percent (20%) of the gross floor area, but not to exceed three hundred (300) square feet, of a single unit dwelling.
 - 2. Ten percent (10%) of the gross floor area of a structure containing any use by right other than a single unit dwelling.

D. There is no change in the outside appearance of the dwelling unit or lot indicating the conduct of such home occupation, including without limitation, advertising or displays, except as permitted by Chapter 13, the Zoning Ordinance of the Monument Town Code.

E. There is no exterior storage of material or equipment used as part of the home occupation

F. No equipment or process is used in such home occupation that creates any glare, fumes, odors, or other objectionable condition detectable to the normal sense at the boundary of the lot

G. No traffic is generated by such home occupation in a volume that would create a need for parking greater than that which can be accommodated on the site or which is inconsistent with the normal parking usage of the District

H. The following specific uses shall not be permitted as accessory home occupations in residential zone districts: beauty or barber shop, hospital or clinic, animal hospital, boarding or grooming establishment, medical or dental office

I. Day care facilities shall comply with applicable laws of the State of Colorado and ordinances of the Town of Monument. Daycare facilities are not required to comply with item C. above.

w. Vehicle Parking

No boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motor home, motorcycle, or any towed trailer unit shall be parked on any street or within any Lot except in a completely enclosed structure or in a fully screened manner approved by The Committee so as not to be visible from any neighboring property or street

No vehicles of any type shall be parked overnight on any streets in the Subdivision
Commercial vehicle does not include a private passenger vehicle commonly described as a pickup. Automobiles may be parked overnight on a Lot only if parked in the garage on the Lot or in the driveway immediately adjacent to the dwelling. Parking of automobiles on the side of a dwelling is not permitted unless it is in a completely enclosed structure or in a fully screened manner approved by The Committee so as not to be visible from any neighboring property or street

x. Junk Vehicles

No unused, stripped down, wrecked, unlicensed, inoperable or junk motor vehicle or sizable part thereof, shall be permitted to be parked on any street or on any Lot in such a manner as to be visible from any neighboring property or street. Screening of any such vehicle shall be in a manner approved by The Committee. A unused vehicle shall be any vehicle which is not properly licensed or registered or has remained immobile for more than a week as determined by The Committee

y. Vehicle Maintenance

No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine, or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property

z. Garbage and Trash

No ashes, trash, rubbish, garbage, grass, or shrub clippings, scrap material, or other refuse, or receptacles or containers thereof, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or street, except during trash collection days

aa. Offensive Activities

No noxious or offensive activity shall be carried on upon any Lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities shall be permitted on any Lot or in any living unit. No annoying lights, sound or odors shall be permitted to emanate from any property

bb. Oil or Water Wells

No derrick or other structure designed for use in or used for boring or drilling for water, oil or natural gas shall be permitted upon or above the surface of any Lot, nor shall any water, oil, natural gas, petroleum, asphaltum or other hydrocarbon substances be produced from any well located upon, in or under said property, except for those operations necessary to Triview Metropolitan District or its successors

cc. Owner Maintenance

Each Owner shall maintain the exterior of the dwelling, any Accessory Building and all other structures, lawns and Landscaping, walks and driveways, in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be repainted or restrained periodically and before the surfacing becomes weather-beaten or worn off.

dd. Rebuilding and Restoration

Any dwelling or building which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris must be removed and the Lot restored to a sightly condition, such rebuilding or restoration to be completed with reasonable promptness and in any event within six months from the time the damage occurred.

2. LANDSCAPE STANDARDS

a. Landscape Concept

The landscape concept for residential areas and lots should be to create an attractive appearance using plant materials and design methods which are water efficient. The landscape design should produce a quality appearance which harmonizes with the surrounding neighborhood and architecture. Special attention should be paid to earthforms, site drainage, softscape plant forms and placement, hardscape materials and design, and ground plane treatments. The concept should include development of outdoor use areas and spaces through the use of landscape earthforms and plant massing. Separation and privacy can be attained through the use of landscape berms, plant groupings, screens and hedges

Landscape plans shall be submitted to The Committee for review prior to any construction. A list of recommended plants is included in Appendix I.

b. Weed Control

All yards and open spaces and the entire area of every Lot on which no building has been constructed, shall be kept free from plants or weeds infected with noxious insects or plant diseases and from weeds which in the opinion of The Committee are unsightly or likely to cause the spread of infection or weeds to neighboring property and free from brush or other growth or trash which in the opinion of The Committee causes undue danger of fire or is unsightly. In order to effect insect, weed and fire control or to remove nuisances or unsightly conditions, The Committee has the right at its election to enter upon any Lot and to mow, cut, prune, clear and remove from the premises brush, weeds or other unsightly growth which in the opinion of The Committee detracts from the overall beauty, setting and safety of the area, and to remove any trash.

c. Water Conservation

In the landscaping of residential sites, it is urged that the principles of Xenscape be utilized when designing and maintaining plant materials and irrigation systems. Although water conserving landscapes are often associated with a rather bleak "dry-land" appearance, it should be noted that a more traditional "green" appearance can be achieved while still using much less water than typical suburban residential landscapes. The Committee recommends that all Owners incorporate the water conservation methods outlined in the report titled Landscape and Site Improvements Design Guidelines produced by the Water Resources Department of Colorado Springs, Colorado.

d. Plant Material Standards

"Softscape" materials including trees, shrubs, ground covers, vines, lawns, seasonal color, etc. must be at a quality, quantity and size appropriate to the mass, scale and proportion of the building. All materials should conform with American Association of Nurserymen, and Colorado State Standards and should be installed per industry standards.

Tree planting requirement for each residential lot or dwelling unit shall be a minimum of one evergreen tree and one deciduous shade tree, to be located in the front yard area of the property.

Minimum size of evergreen trees: 8 feet
Minimum size of deciduous trees: 2-1/2" caliper

"Hardscape" materials such as paving and deck surfaces, mulches, steel edging, sculpture, site lighting, etc. should be compatible and harmonious with the architectural design of the structure and surrounding neighborhood

Stone or gravel mulch with harsh, unnatural or high contrast colors shall be strictly prohibited. No stone or gravel mulch may be used as a ground cover except in planting beds not to exceed 100 sq. ft. per bed. Large expanses of mulch or bed areas in excess of 10 square feet without significant plantings are unacceptable.

e. Gardens

Flower gardens are a desirable landscape element in the Jackson Creek community, and as such are strongly encouraged by The Committee. Vegetable gardens should be located in the rear or side yard areas so that both the garden and its accessory operating areas are substantially screened from view of adjacent homeowners and public streets.

f. Landscape Irrigation

An automatic landscape irrigation system will be required for all residences within Jackson Creek. Because water conservation is a desired community goal, system designs should utilize the most current state-of-the-art water conservation technologies. Digital controllers, drip irrigation, low water consumption irrigation heads and micro-jet spray heads are just a few examples of the technology currently available

g. Maintenance

All landscaping shall be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plant material, elimination of weeds and undesirable grasses, and removal of trash.

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3. ARCHITECTURAL STANDARDS

a. Intent

These Design Standards have been developed with attention toward general goals and concepts and less attention toward detail in order to allow individual expression within a visually cohesive residential neighborhood. Consistency of building design will be emphasized more through development of forms which are compatible with the immediate environment, through sensitive use of materials (colors and textures which generally blend with the surroundings), and through careful detailing, rather than through an emphasis on any particular "style".

b. Massing

In reviewing the forms of a proposed building, careful scrutiny will be given to the massing, proportions, and overall scale of the building in relation to the site, other adjacent structures and surrounding areas. Large, unbroken planes are not considered in keeping with the desired scale of the development. Therefore, wings, porches, courtyards, stepped walls, integrated decks with well-proportioned railings, and covered entries are encouraged to develop well balanced massing. Homes, which are visible from collector streets, trail linkages or other prominent public areas will be reviewed to insure that the massing of the structure(s) is in scale with the surrounding environment. In such locations of high visibility and sensitivity, "ranch-style" homes should be interspersed with two-story homes. Second floor levels can also be smaller than the building footprint in order to reduce overall building scale. The Committee will also be reviewing the location, type, and size of door and window openings for their effect on proportions and continuity.

c. Garages

Garages should be carefully considered in the overall design. The forms and materials of garages should be consistent with those used on the primary building. The structure on each Lot shall include an attached two or three car fully enclosed garage.

d. Roofs

The form of a building's roof has much to do with architectural character. In order to establish certain harmony within the community, flat, mansard, gambrel and A-frame roof styles shall not be allowed. The Committee will carefully review roof massing and encourages creative use of hips, gables, multiple ridges and roof axes, dormers and lower eave heights. Roof slopes should generally exceed a 4/12 pitch. Roof overhangs of less than 12 inches will generally be discouraged by The Committee.

Roofing materials should be considered with respect to harmony of color and texture with other materials on the home and adjacent properties. Concrete, clay tile, fire rated "Class C" wood shake and 245 lb minimum T-lock asphalt shingles are recommended materials for roofing. Other roof materials will be considered by The Committee on a case-by-case basis.

All roof furnishings, with the exception of valley flashing, shall be painted to match the roof

e. Exterior Materials and Finishes

All materials and finishes selected should be harmonious with the surrounding environment. Generally, muted materials such as brick, stone, cultured stone, stucco, tile, and engineered wood lap siding with a maximum 12" width are acceptable when designed in conjunction with other criteria outlined in this section.

Finishes used should also be subdued in nature, though brighter accent colors will be acceptable for occasional highlights. No bright, unfinished surfaces will be allowed.

Concrete foundation walls will not be exposed more than 6". Any concrete foundation walls over the 6" shall be faced or finished to blend with the general architectural design of the building, or mitigated with landscape treatment.

f. Accessory Structures and Utilities

Accessory buildings or facilities such as gazebos, greenhouses, tennis courts, pools, cabanas, hot tubs, etc., shall adhere to the standards outlined for buildings and site planning. It is important that the massing and scale, as well as forms, materials, and other detailing should be well coordinated with the main structure on the site. All accessory structures including sheds shall be submitted to The Committee for review and approval.

g. Design Guidelines

Notwithstanding any other provision contained in these Design Standards, the Declarant shall have the right to establish from time to time design guidelines for the Subdivision to provide more specific requirements for the Subdivision than are set forth in these Design Standards. The Design standards shall apply prospectively to all matters submitted to The Committee for approval following the date on which the applicable Design Standard shall have been adopted by the Declarant and notice thereof sent to all effected Owners. The Committee is hereby authorized to establish Design Standards consistent with the delegation of authority under the Declaration.

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APPENDIX I
PLANT LISTS - NATURALIZED AND DEVELOPED LANDSCAPE AREAS

The following plants are recommended because of their adaptability to extremes of climate and soil, hardy and vigorous nature, special design values, forms, foliage and/or flower characteristics. These plant lists are not intended to be conclusive.

Naturalized Landscape Plant List

DECIDUOUS TREES	DECIDUOUS SHRUBS (cont.)	GROUND COVERS, VINES AND PERENNIALS (cont.)
Autumn Purple Ash	Select Potentilla Species	Creeping Potentilla
Thunleaf Alder	Rabbit Brush	Fringed Sage
Green Ash	Native Wood Rose	Wild Strawberry
Lanceleaf Cottonwood	Prickly Rose	Purple Leaf Wintercreeper
Narrowleaf Cottonwood	Select Viburnum Species	Common Yarrow
Canada Red Cherry	Select Sage Species	Virginia Creeper
New Mexico Locust	Thimbleberry	Creeping Mahonia
Amur Maple	Twunberry	
Rocky Mt Maple	Serviceberry	
Select Hawthorn Species	Mountain Snowberry	
Western Hackberry	Rock Spirea	
	Threelaf Sumac	
EVERGREEN TREES	Fragrant Sumac	
Pinyon Pine	Dwarf Arctic Willow	
Austrian Pine	Slender Willow	
Ponderosa Pine	Yucca	
Colo Blue Spruce	EVERGREEN SHRUBS	
Rocky Mt Juniper	Arcadia Juniper	
	Buffalo Juniper	
DECIDUOUS SHRUBS	Common Mountain Juniper	
Apache Plum	Scandia Juniper	
Nanking Cherry	Tammy Juniper	
Western Sand Cherry	Mugtho Pine	
Naive Chokecherry	GROUND COVERS, VINES AND PERENNIALS	
Peking Cotoneaster	Blanket Flower	
Alpine Currant	Rocky Mountain Columbine	
Squaw Currant	Blue Flax	
Redwing Dogwood	Border Jewel	
Mountain Mahogany	Kunkmunk	
Dwarf Ninebark	Lupine	
Mountain Ninebark	Creeping Mahonia	
Golden Ninebark	Rocky Mt Penstemon	
Gambel Oak	Select Poppy Species	
Mountain Oak		
Mountain Privet		
Siberian Peashrub		

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Developed Landscape Plant List

DECIDUOUS TREES

Green Ash
Lindens
Norway Maple
Autumn Purple Ash
Quaking Aspen
Lanceleaf Cottonwood
Canada Red Cherry
Honeylocust
Amur Maple
Rocky Mt. Maple
Select Crabapple Species
Thornless Cockspur Hawthorn
Washington Hawthorn
Autumn Blaze Maple
Serviceberry
Western Hackberry

DECIDUOUS SHRUBS (cont.)

Mountain Snowberry
Serviceberry
Rock Spirea
Anthony Waterer Spirea
Froebel Spirea
Bluemist Spirea
Snowmound Spirea
Threelobed Sumac
Fragrant Sumac
Thimbleberry
Twinberry
Select Viburnum Species
Dwarf Arctc Willow
Dwarf Korean Lilac
Slender Willow
Yucca
Mockorange Shrub Rose
Burning Bush

**GROUND COVERS, VINES
AND PERENNIALS (cont.)**

Rocky Mt. Penstemon
Select Poppy Species
Creeping Potentilla
Fringed Sage
Wild Strawberry
Purple Leaf Wintercreeper
Common Yarrow
Virginia Creeper
Hall's Honeysuckle
Silver Lace Vine
Sweet William
Creeping Phlox
Basket of Gold
Penwinkle
Snow-in Summer

EVERGREEN TREES

Pinyon Pine
Austrian Pine
Ponderosa Pine
Colorado Blue Spruce
Concolor Fir

DECIDUOUS SHRUBS

Cistena Plum
Barberry
Nanking Cherry
Western Sand Cherry
Native Chokecherry
Peking Cotoneaster
Alpine Currant
Golden Currant
Squaw Currant
Redwing Dogwood
Common Purple Lilac
Chinese Lilac
Mountain Mahogany
Dwarf Ninebark
Mountain Ninebark
Golden Ninebark
Gambel Oak
Selected Potentilla Species
Fall Mums

EVERGREEN SHRUBS

Arctadia Juniper
Bluechip Juniper
Wilton Juniper
Buffalo Juniper
Common Mountain Juniper
Prince of Wales Juniper
Scandia Juniper
Tammy Juniper
Mugho Pine
Hughes Juniper

**GROUND COVERS,
VINES AND PERENNIALS**

Shasia Daisy
Daylily
Blanket Flower
Rocky Mountain Columbine
Blue Flax
Japanese Iris
Border Jewel
Kunthranck
Lupine
Fall Mums

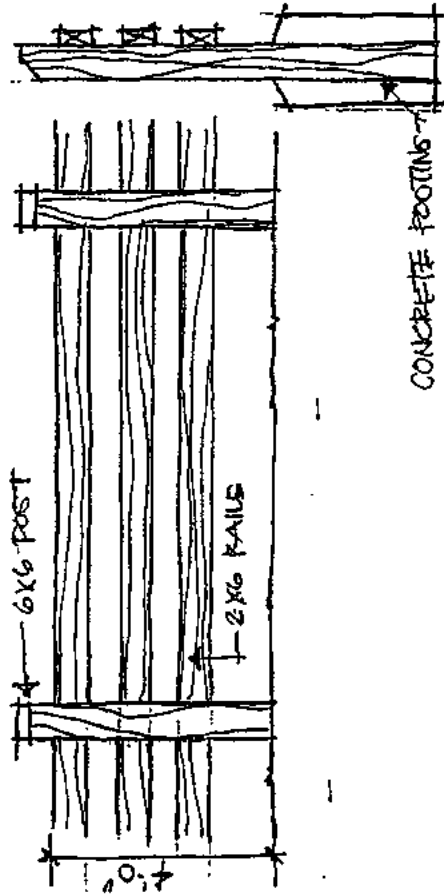
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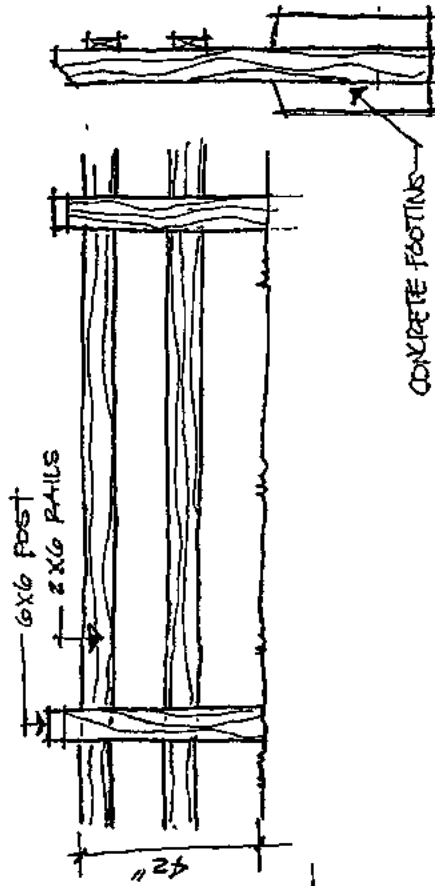
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