

EXHIBIT A

SKYLAND RIVER NEIGHBORHOOD

AMENDED PLAT OF PORTIONS OF SKYLAND

AFFORDABLE HOUSING DEED RESTRICTION

This Affordable Housing Deed Restriction is executed the 13th day of December, 1996 by N D Enterprises L.L.C., a Colorado limited liability company, as follows:

1. Property Subject to Deed Restriction. The following real property (the "Real Property") is hereby made subject to this Affordable Housing Deed Restriction:

Lots RNSF 1 through 20, Skyland River Neighborhood,

Lots RNT 1 through 5, Skyland River Neighborhood,

Lots RNQ 1 and RNQ 2, Skyland River Neighborhood,

according to the Amended Plat of Portions of Skyland filed January 3, 1997 and bearing Reception No. 473132 in the records of Gunnison County, Colorado.

County of Gunnison,
State of Colorado.

2. Limitation of Ownership. The ownership of the Real Property shall be limited exclusively to successful applicants and their spouses maintaining legal residency within Gunnison Watershed School District RE1J and who meet the qualifications set forth in the Special Covenants of Skyland River Neighborhood Affordable Housing Guidelines recorded January 3, 1997, at Reception No. 473134 of the records of Gunnison County, Colorado and as the same may be amended (the "Guidelines") as determined by the Skyland Community Association (the "Association") or any successor administrator of the Guidelines at the time of the purchase of any lot, tract, or unit within the Real Property and during the term of their ownership thereof. The use and occupancy of any lot, tract, or unit within the Real Property is hereby limited exclusively to those people who meet the above referenced qualifications, their spouses and their children.

3. Ownership, Use and Occupancy. The ownership, use and occupancy of the Real Property is subject to the following:

3.1 The Real Property must be owned, occupied and used only by persons meeting the qualifications set forth in the Guidelines.

3.2 In the event the Real Property is sold, transferred or otherwise conveyed without complying with this Deed Restriction, such sale, transfer or conveyance shall be wholly null and void and without effect and shall confer no title or ownership interest of any nature to the grantee thereof.

3.3 Each and every conveyance of the Real Property, for all purposes, shall be deemed to include and incorporate by reference all of the terms and conditions of this deed restriction and the Guidelines, together with any amendments thereto, including, but not limited to, those provisions governing the qualifications for ownership, sale, transfer or conveyance of the Real Property.

3.4 The beneficiary of any deed of trust, mortgage, lien, or encumbrance upon the Real Property shall be subject to this deed restriction. In the event of any foreclosure or conveyance of the Real Property to the holder of any deed of trust, mortgage, lien, or encumbrance against the Real Property shall be subject to this deed restriction and the person or entity acquiring title by virtue of such foreclosure or transfer of title must immediately offer the Real Property for sale and convey the same to a person or persons meeting the Qualifications for Ownership as set forth in this deed restriction.

4. Restrictions Run With Land. These deed restrictions as to the ownership, use and occupancy of the Real Property constitute a perpetual covenant running with the land as a burden thereon and for the benefit of the Association, and shall be binding upon the owner and the heirs, personal representatives, assigns, lessees, licensees, successors and any transferees of the owner.

5. Enforcement. These deed restrictions shall be administered by the Association and shall be enforceable by any appropriate legal or equitable action, including but not limited to, specific performance, injunction, abatement, or eviction of any non-complying owners or occupants of the Real Property or such other remedies and penalties as may be deemed appropriate by the Association and/or Board of County Commissioners of Gunnison County, Colorado.

6. Jurisdiction and Venue. Jurisdiction and venue of any action as to these deed restrictions and the interpretation, enforcement or the determination of the rights and duties of the parties hereto shall be the District Court of Gunnison County, Colorado. Each party submits to the personal jurisdiction of the District Court of Gunnison County, Colorado and waives any and all rights under the laws of any other State or County to object to the jurisdiction of the District Court of Gunnison County, Colorado as to any action pertaining to these deed restrictions.

7. Attorneys' Fees. If any legal action is commenced or maintained in court, whether in law or in equity, by any party to these deed restrictions as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to these deed restrictions or any document provided herein, the prevailing party in any such action shall be entitled to reasonable attorneys' fees together with all reasonable costs and expenses incurred in such action.

8. Modification of Deed Restrictions. These Deed Restrictions may only be amended, modified, changed or altered by a written document executed by the then owners of all of the Real Property, the Association, and the Board of County Commissioners of the Gunnison County, Colorado. Any amendment, modification change or alteration shall only be effective upon the recording of a written instrument in the records of Gunnison County, Colorado.

9. Binding Deed Restriction. These Deed Restrictions and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, legal representatives and heirs.

Executed this 13th day of December, 1996

ND ENTERPRISES L.L.C.,
a Colorado limited liability company

By: _____
Louis F. Costello
Assistant General Manager

STATE OF COLORADO)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 13th day of December, 1996, by Louis F. Costello as Assistant General Manager of ND Enterprises L.L.C., a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: _____

Notary Public