

15-192 8-2-97

THE FAIRWAYS AT KISSING CAMELS ESTATES FILIN



MAP
NO. 15-192

A PORTION OF THE SW 1/4 OF SECTION 26,
T 13 S, R 67 W OF THE 6TH P.M.,
EL PASO COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THE MLL DEVELOPMENT CORPORATION, A DELAWARE CORPORATION INCORPORATED
TO DO BUSINESS IN THE STATE OF COLORADO, BEING THE OWNERS OF THE
FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

DESCRIPTION:

That portion of the southwest 1/4 of Section 26, Township 13 South, Range 67 West of the 6th P.M.,
El Paso County, Colorado, more particularly described as follows:

Beginning at the southwest corner of Lot 1, Block 1, The Fairways at Kissing Camels Estates, Filin
No. 1, as recorded in Plat Book 7-3 of Page 58 of the records of said El Paso County, of bearing
in the description are based on the south line of said Lot 1, and Lot 2 being S68°21'16"E a distance
of 191.33 feet between two found 1/2 inch with circles top 1522577, thence N16°23'16"W a distance
of 56.12 feet westerly of said south line a distance of 29.35 feet, thence S31°53'37"W a distance of 56.12
feet, thence N61°21'25"W a distance of 105.47 feet to a point as a curve from which the radius
bears S67°49'50"E thence southerly on said curve by the left hand a central angle of
24°45'40", a radius of 480.00 feet for a distance of 158.75 feet to a point of reverse curve, thence
on a curve to the right having a central angle of 70.73 feet to a point of
278.76 feet thence S14°41'02"W on a line tangent to said curve for a distance of 70.73 feet to a point of
curve thence on a curve to the left having a central angle of 37°41'52", a radius of 475.00 feet for a distance of
a distance of 322.11 feet, thence N55°18'08"E non-tangent from said curve, a distance of 113.99 feet, thence
N88°57'04"E a distance of 438.58 feet, thence N44°17'25"E a distance of 316.57 feet, thence
S43°03'12"E a distance of 262.66 feet, thence S36°41'55"E a distance of 228.40 feet, thence
S27°13'35"E a distance of 210.40 feet, thence S12°27'17"E a distance of 548.03 feet, thence
S56°19'20"W a distance of 73.61 feet, thence S65°57'46"W a distance of 181.08 feet, thence
N17°49'55"W a distance of 423.13 feet, thence S68°14'33"W a distance of 278.68 feet, thence
N46°18'36"W a distance of 237.85 feet, thence N55°02'10"W a distance of 260.79 feet, thence
N52°41'47"W a distance of 442.06 feet, thence N19°05'09"E a distance of 197.58 feet
to a point on a curve from which the radius bears N72°56'22"E, thence
northerly on said curve to the left having a central angle of 21°06'33", a
radius of 215.00 feet for a distance of 197.52 feet, thence N09°03'00"E a distance of 638.79 feet to
a point of curve, thence on a curve to the right having a central angle of 48°41'40", a radius of
a point of curve, thence on a distance of 73.37 feet, thence N44°17'25"E a distance of 130.08 feet to a point on
a curve from which the radius bears N16°23'16"E, thence easterly on said curve to the left having
a central angle of 48°07'07", a radius of 372.15 feet for a distance of 483.743", a radius of 326.00
reverse curve, thence on a curve to the right having a central angle of 48°41'40", a radius of 326.00
feet, for a distance of 377.04 feet to the west line of said Fairways at Kissing Camels Estates, Filin
No. 1, thence S25°02'15"W on said west line a distance of 216.81 feet to the Point of Beginning,
containing 24.56 acres of land more or less. Said parcel is a portion of Kissing Camels Subdivision
No. 7 as recorded in plat book 5-2 of page 37 in the records of said El Paso County.

DEDICATION:

The above owners have caused said tract of land to be platted into
lots, streets, and easements as shown on the Plat. The undersigned
do hereby grant unto the City of Colorado Springs, those easements
shown on the Plat and further, restrict the use of all easements to
the City of Colorado Springs and/or its assigns provided, however,
that the sole right and authority to release or nullify any of any
such easements shall remain exclusively vested in the City of Colorado
Springs. All streets are hereby dedicated to the Kissing Camels
Property Owners Association. The streets as shown hereon are hereby
dedicated for use as a Utility and Drainage Easement. The tract of land
on hereon platted shall be known as "The Fairways at Kissing Camels
Estates Filin No. 1", City of Colorado Springs, El Paso County, Colorado.
Tract A is dedicated to the Fairways at Kissing Camels Estates Homeowners
Association for landscape and maintenance.

NOTE:

The approval of this Plat violates all prior Plats for the area described by this Plat.

FEES:

DRAINAGE FEE Amount as determined \$
BRIDGE FEE 0.00 \$
SCHOOL FEE ONE PER CENT OF REAL ESTATE TAX \$
PARK FEE CALCULATED \$

EASEMENTS:

All streets within this Plat are for Private Access, Public
Drainage Easements. All lots except Lot 1, Block 1 will
have front yard easements for drainage purposes only. All side lot lines have
one yard easement for drainage purposes only. The maintenance of all side and
rear yard easements are by the adjoining owner.

NOTICE IS HEREBY GIVEN:

That the area included in the Plat described herein, is subject to the
Code of the City of Colorado Springs, 1980, as Amended.

No building permits shall be issued for building sites within this Plat
until all required fees have been paid and all required public improvements
and utilities have been installed or accepted by the City of Colorado
Springs, or alternatively, until acceptable assurances, including but
not limited to, letters of credit, cash construction bonds, or combinations
thereof, guaranteeing the payment of the fees and the completion of all
required public improvements and utilities have been placed on file with
the City of Colorado Springs. All streets, alleys, and easements shown
on this Plat for access purposes are excepted from this provision.
Easements, as depicted hereon, are for drainage and public utilities only,
with the sole responsibility for easements being vested in the property
owner of lots abutting.

IN WITNESS WHEREOF:

The undersigned have executed these presents this 20th day of
August, 1997 A.D.

MLL DEVELOPMENT CORPORATION
A Delaware Corporation

Donald C. Mare
Donald C. Mare, Vice President

NOTARIAL:

STATE OF COLORADO) ss
COUNTY OF EL PASO)

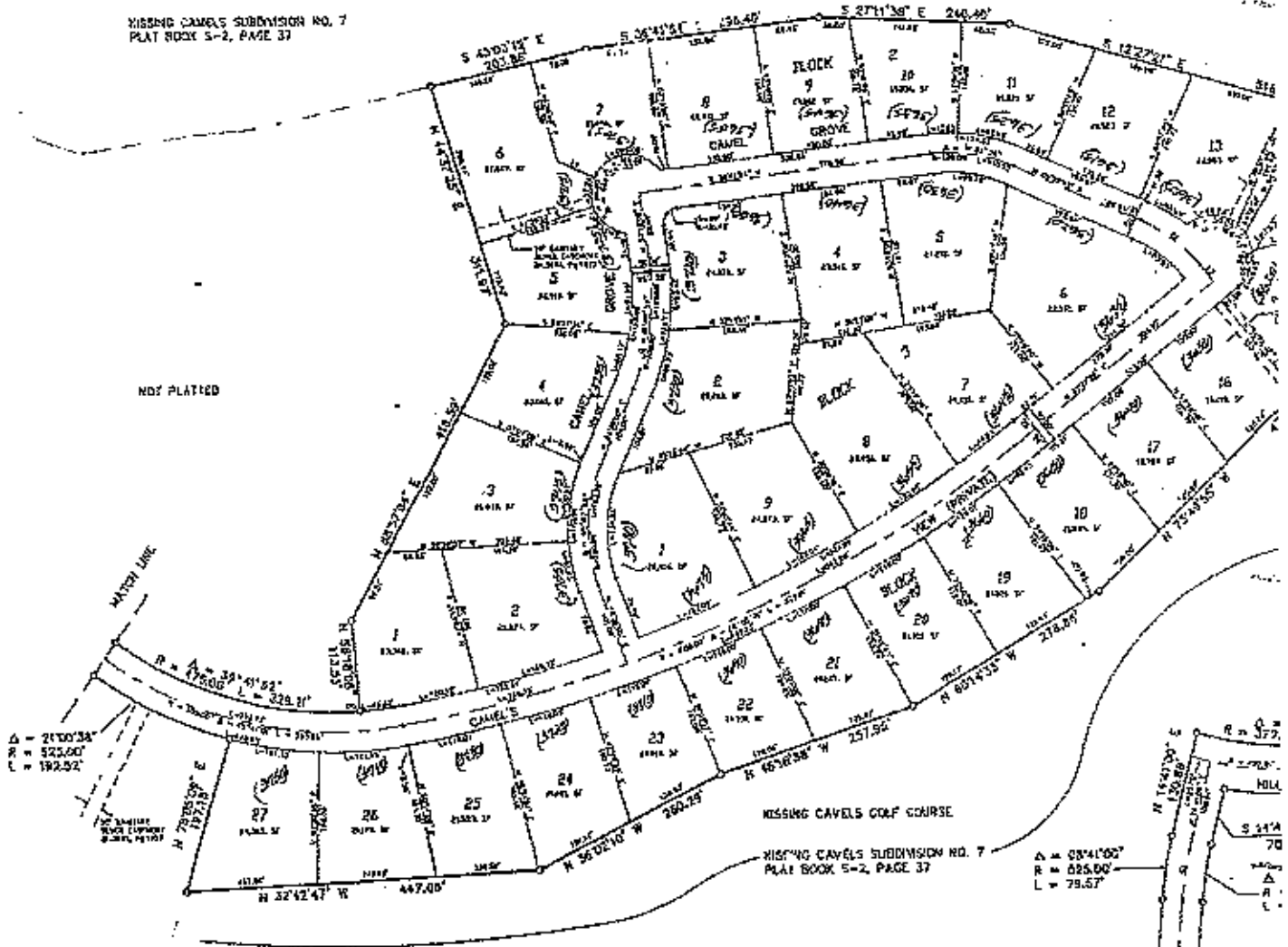
The foregoing instrument was presented to me on this 20th day of
August, 1997 A.D., at Denver, Colorado, and I, Notary Public,
of said State, do hereby certify that the same was presented to me by
the undersigned.

My Commission Expires 11/20/98
Robert D. Pugh
Notary Public

THE FAIRWAYS AT KISSING CAMELS ESTATES FILING

KISSING CAMELS GOLF COURSE

KISSING CAMELS SUBDIVISION NO. 7
PLAT BOOK 5-2, PAGE 37



LINE TABLE

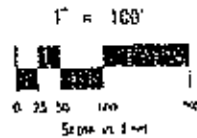
LINE NO.	BEARING	DISTANCE
1	S 45°00'14" E	203.86'
2	E 06°43'24" E	136.40'
3	S 27°11'38" E	240.40'
4	S 12°27'21" E	316.00'
5	S 27°11'38" E	240.40'
6	S 45°00'14" E	203.86'
7	S 27°11'38" E	240.40'
8	S 45°00'14" E	203.86'
9	S 27°11'38" E	240.40'
10	S 45°00'14" E	203.86'
11	S 27°11'38" E	240.40'
12	S 45°00'14" E	203.86'
13	S 27°11'38" E	240.40'
14	S 45°00'14" E	203.86'
15	S 27°11'38" E	240.40'
16	S 45°00'14" E	203.86'
17	S 27°11'38" E	240.40'
18	S 45°00'14" E	203.86'
19	S 27°11'38" E	240.40'
20	S 45°00'14" E	203.86'
21	S 27°11'38" E	240.40'
22	S 45°00'14" E	203.86'
23	S 27°11'38" E	240.40'
24	S 45°00'14" E	203.86'
25	S 27°11'38" E	240.40'
26	S 45°00'14" E	203.86'
27	S 27°11'38" E	240.40'

CURVE TABLE

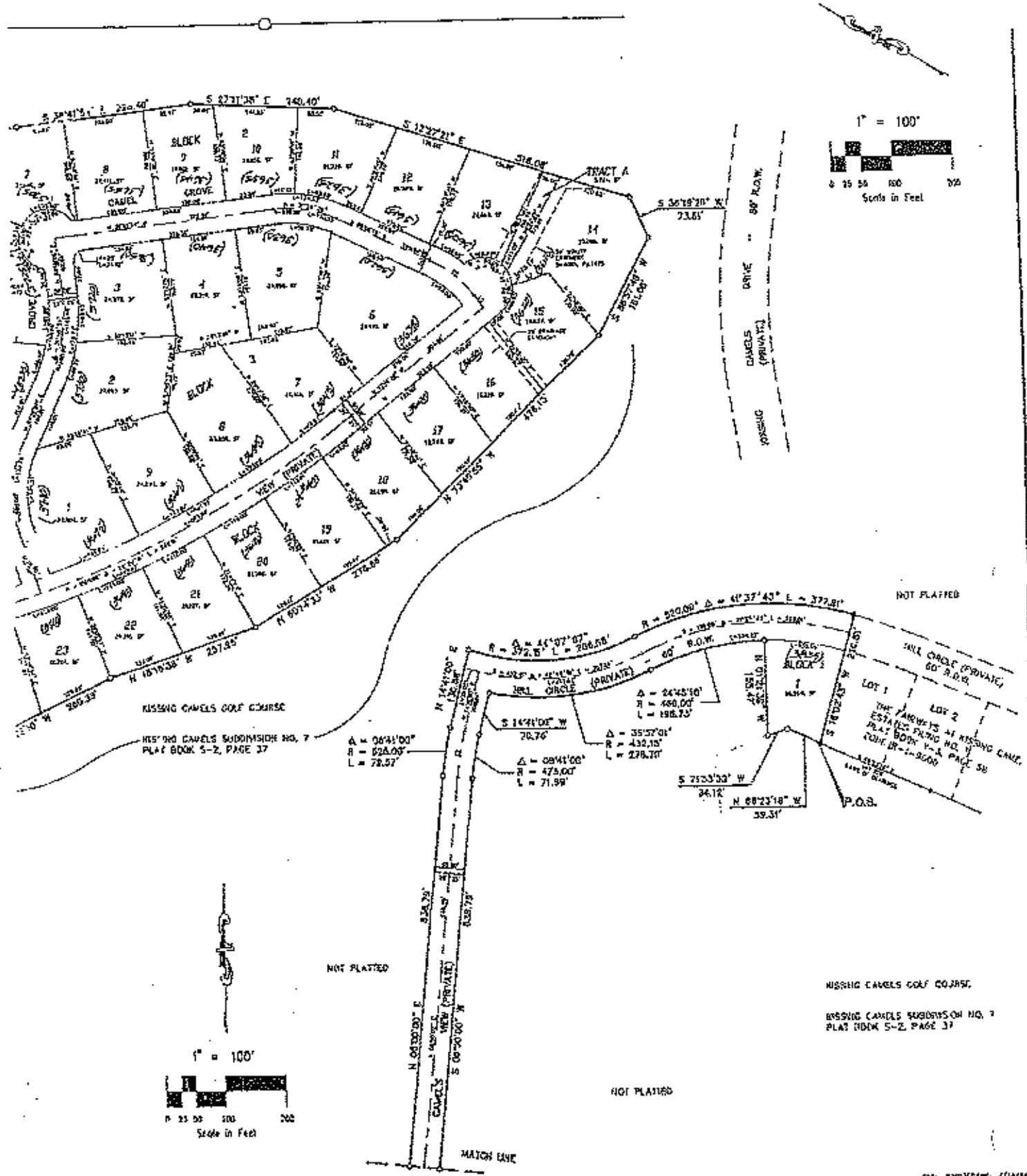
LINE NO.	BEARING	DISTANCE	DELTA	R	L
1	S 45°00'14" E	203.86'	21°00'34"	525.60'	192.52'
2	E 06°43'24" E	136.40'	38°41'00"	625.00'	79.57'

LEGEND

—	BOUNDARY LINE
○	WELL
○	WATER TOWER



THE FAIRWAYS 3RD 'G' CAMELS ESTATES FILING NO. 2



NOTES: REFERENCE TO DISTRICTS CAN BE MADE BY EXAMINING THE RECORDS OF THE DISTRICTS AND THE RECORDS OF THE DISTRICTS. THE DISTRICTS ARE THE ONLY AUTHORITY FOR THE RECORDS OF THE DISTRICTS. THE DISTRICTS ARE THE ONLY AUTHORITY FOR THE RECORDS OF THE DISTRICTS.

THE FAIRWAYS
AT KISSING CAMELS ESTATES FILING NO. 2
DRAWN BY THE ARCHITECT OF RECORD DATE 12-1-74

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BOOK PAGE
4502 442

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDER

150.

**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE FAIRWAYS AT KISSING CAMELS ESTATES FILING NO. 2**

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS	1
1.1 "Assessment"	1
1.2 "Association"	1
1.3 "Architectural Control Committee"	1
1.4 "Common Area(s)"	2
1.5 "Declarant"	2
1.6 "Declaration"	2
1.7 "Dwelling Unit"	2
1.8 "Improvement"	2
1.9 "Landscaping"	2
1.10 "Lot"	2
1.11 "Lot Line(s)"	2
1.12 "Member"	2
1.13 "Owner"	2
1.14 "Property"	2
1.15 "Structure"	2
ARTICLE 2 - PURPOSE	3
2.1 Purpose	3
ARTICLE 3 - DEDICATION	3
3.1 Dedication	3
ARTICLE 4 - ARCHITECTURAL CONTROL	3
4.1 Architectural Control	3
4.2 Content of Plans	4
4.3 Mandatory Approval of Plans: Approval Procedures	4
ARTICLE 5 - RESTRICTIONS ON DESIGN AND CONSTRUCTION	6
5.1 General Restrictions	6
5.2 No Subdivision of Lots	6
5.3 Uses	6
5.4 Improvements	7
5.5 Rentals	7
5.6 No Separate Estates	7
5.7 Temporary Structures	7
5.8 Construction Type	7
5.9 Material Storage	8
5.10 Completion of Work	8
5.11 Construction Debris	8
5.12 Trees and Boulders	8
5.13 Drilling Structures	8
5.14 Underground Utilities	8
5.15 Driveways	8
5.16 Setback Areas	8
5.17 Styles of Dwelling Units	9
5.18 Garages	9
5.19 Kitchens	9
5.20 Foundation Elevation	9
5.21 Minimum Sizes of Dwelling Units	9
5.22 Maximum Height	9
5.23 Grading and Drainage	10
5.24 Construction Standards	10
5.25 Rebuilding or Restoration	10
5.26 Antennae and Satellite Dishes	10
5.27 Walls and Fences	11

ARTICLE 6 - USE, MAINTENANCE AND LIVING ENVIRONMENT STANDARDS	11
6.1 <u>Building and Grounds Conditions</u>	11
6.2 <u>Unsanitary Conditions</u>	11
6.3 <u>Garage Doors</u>	11
6.4 <u>Maintenance Equipment</u>	11
6.5 <u>Clotheslines</u>	11
6.6 <u>Swing Sets, Playhouses and Play Areas</u>	11
6.7 <u>Refuse</u>	11
6.8 <u>Nuisances</u>	11
6.9 <u>Sound Devices</u>	12
6.10 <u>Exterior Lighting</u>	12
6.11 <u>Landscaping</u>	12
6.12 <u>Weeds</u>	12
6.13 <u>Mowing and Pruning</u>	12
6.14 <u>Transmitters</u>	12
6.15 <u>Animals</u>	12
6.16 <u>Vehicles</u>	12
6.17 <u>Inoperative Vehicles</u>	13
6.18 <u>Vehicle Repairs</u>	13
6.19 <u>Flammables</u>	13
6.20 <u>Fuels, Incinerators, Barbecues</u>	13
6.21 <u>Storage Tanks</u>	13
6.22 <u>Signs</u>	13
ARTICLE 7 - ASSOCIATION MEMBERSHIP	13
7.1 <u>Kissing Camels Property Owners Association</u>	13
7.2 <u>Power to Enforce Declaration and Rules and Regulations</u>	14
7.3 <u>Membership and Voting Rights</u>	14
7.4 <u>Association Trustees</u>	14
7.5 <u>Rules and Regulations</u>	14
ARTICLE 8 - ASSESSMENTS	15
8.1 <u>Creation of Lien and Personal Obligation to Pay Assessments</u>	15
8.2 <u>Purpose of Assessments</u>	15
8.3 <u>Determination of Annual Assessments</u>	15
8.4 <u>Rates of Assessment</u>	15
8.5 <u>Date of Commencement of Annual Assessments</u>	16
8.6 <u>Failure to Fix Assessment</u>	16
8.7 <u>Special Assessments</u>	16
8.8 <u>Site Assessments</u>	16
8.9 <u>Effect of Nonpayment of Assessments</u>	16
8.10 <u>Homestead</u>	17
8.11 <u>No Offsets</u>	17
ARTICLE 9 - EASEMENTS	17
9.1 <u>Recorded Easements</u>	17
9.2 <u>Utilities</u>	17
9.3 <u>Association and Declarant's Easement</u>	18
9.4 <u>Ingress and Egress</u>	18
9.5 <u>Public Servants and Emergencies</u>	18
9.6 <u>Other Easements</u>	18
9.7 <u>Easements Deemed Created</u>	18
ARTICLE 10 - MASTER PLAN	18
10.1 <u>Master Plan</u>	18
ARTICLE 11 - CLUB FACILITIES	18
11.1 <u>Kissing Camels Golf Club, Garden of the Gods Club</u>	18
11.2 <u>Community Recreation Center at Kissing Camels Estates</u>	18
11.3 <u>Golf Course Operations</u>	19

ARTICLE 12 - GENERAL PROVISIONS 19

12.1 Benefit 19

12.2 Covenants Run With the Land 19

12.3 Covenants are Cumulative 19

12.4 Other Liens 19

12.5 Severability 19

12.6 Waiver 19

12.7 Transferability of Rights by Declarant 20

12.8 Declarant's Right to Vacate 20

12.9 Conflict 20

12.10 Notices 20

12.11 Acceptance of Deed 20

12.12 Enforcement 20

12.13 Duration of Restrictions 21

12.14 Amendment 21

12.15 Actions in Writing 21

12.16 Compliance with Laws 21

12.17 Costs and Attorneys' Fees 22

12.18 Mergers or Consolidation 22

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR

THE FAIRWAYS AT KISSING CAMELS ESTATES FILING NO. 2

THIS DECLARATION, dated for identification purposes only this 4TH day of AUGUST, 1994, is made by HILL DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter "Declarant."

RECITALS:

A. Declarant is the owner of certain real property located in the City of Colorado Springs, El Paso County, Colorado more particularly described on Exhibit A, attached hereto (the "Property"). The Property has been platted as THE FAIRWAYS AT KISSING CAMELS ESTATES FILING NO. 2, as recorded August 2, 1994, in Plat Book E-5 at Page 192, under Reception No. 94107029 of the records of El Paso County, Colorado (said plat, and any future amendments thereto, hereinafter referred to as the "Plat").

B. The Property is contained within an area referred to as the "Corporate Area" in that certain "Certificate of Incorporation of Kissing Camels Property Owners' Association" (hereinafter "Association") filed of record with the Colorado Secretary of State on or about May 23, 1960.

C. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property in conjunction with the overall development plan of the Corporate Area.

D. Declarant further desires to impose upon the Property mutually beneficial covenants, conditions, restrictions and easements under a general plan of improvement for the benefit of all owners of lots within the Property. This Declaration is therefore executed and recorded (a) in furtherance of the overall development plan of the Corporate Area; (b) in furtherance of a common and general plan for those parcels of land included within the Property; (c) to protect and enhance the quality, value, desirability and attractiveness of the Corporate Area and all property within the Property; (d) to provide for the Association (as hereinafter defined) to hold, maintain and manage certain common areas in the Property and to perform certain functions for the benefit of owners of lots within the Property; (e) to define the duties, powers and rights of said Association; and (f) to define certain duties, powers and rights of owners of lots within the Property.

ARTICLE 1 - DEFINITIONS

Definitions. Unless otherwise expressly provided, the following words and phrases, when used in this Declaration, shall have the following specified meanings:

1.1 "Assessment" shall mean an "Annual Assessment," "Special Assessment," or "Site Assessment," pursuant to Article 8, hereof.

1.2 "Association" shall mean and refer to the KISSING CAMELS PROPERTY OWNERS' ASSOCIATION, a Colorado nonprofit corporation.

1.3 "Architectural Control Committee" shall mean and refer to the Declarant or a committee appointed by the Declarant to perform the functions of the Architectural Control Committee described in this Declaration.

1.4 "Common Area(s)" shall mean and refer to all those areas contained in the recorded Plat of the Property, whether within street rights of way or otherwise, which are not separately owned by Owners of Lots.

1.5 "Declarant" shall mean and refer to HILL DEVELOPMENT CORPORATION, a Delaware corporation, its successors and/or assigns.

1.6 "Declaration" shall mean and refer to this document.

1.7 "Dwelling Unit" shall mean and refer to a building which is constructed upon a Lot and intended to be used as a private, single-family residence.

1.8 "Improvement" shall mean and refer collectively to any Dwelling Unit, Structure or Landscaping, as those terms are defined herein, and shall include as well any, every and all other improvements to the real property of any nature whatever, including, but not limited to, poles, signs, mail boxes, exterior tanks, solar equipment and exterior plumbing, heating, ventilating, air conditioning or other utility fixtures. The definition of "Improvement" shall also be deemed to include any excavation or fill the volume of which exceeds two cubic yards, and any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any Lot.

1.9 "Landscaping" shall mean and refer to the treatment of ground surface with live plant materials, chips, crushed stone, decorative rocks, mulch materials, wood, hedges, windbreaks, plantings, planted trees and shrubs, or other decorative surfacing materials approved by the Architectural Control Committee.

1.10 "Lot" shall mean and refer to each area designated as a Lot on the recorded Plat of the Property and which is not owned by the Association.

1.11 "Lot Line(s)" shall be the same as defined in the zoning regulations of the City of Colorado Springs in effect from time to time. In the absence of such a definition, a front Lot Line is each boundary line (whether one or more) between the Lot and any public or private street. A side Lot Line is any boundary line which meets and forms an angle with a front Lot line, except that, for a corner Lot with two front Lot Lines, the side Lot Line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A rear Lot Line is each boundary line (whether one or more) which meets and forms an angle with the end of a side Lot Line opposite the front Lot Line or exists between boundary lines which meet and form angles with the end of side Lot Lines opposite the front Lot Line.

1.12 "Member" shall mean a member of the Association who must also be an Owner. Membership in the Association shall be appurtenant to, and may not be severed from, ownership of a Lot.

1.13 "Owner" shall mean and refer to the record title holder, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including the Declarant and contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Owner" shall also be deemed to include, as applicable for enforcement of the terms and conditions of this Declaration, guests, invitees, family members, tenants, employees, agents or other persons who may from time to time be allowed on the Property at the request of the Owner or due to relationship or acquaintance with the Owner.

1.14 "Property" shall mean and refer to that certain real property contained in the above-referenced recorded Plat of the Property.

1.15 "Structure" shall mean and refer to any thing or device, other than Landscaping (as that term is defined herein), the placement of which upon any Lot (or the attachment of which to any Structure), might

affect its architectural appearance including, by way of illustration and not limitation, any Dwelling Unit, building, outbuilding, porch, shed, greenhouse, play area or recreational apparatus, swimming pool, tennis court, flag pole, house number, mail box, exterior lighting, patio, deck, cover, awning, addition, walkway, patio, sprinkler pipe, garage, carport, road, driveway, parking area, fence, screening wall, retaining wall, stair, satellite dish, exterior lighting or other fixture.

ARTICLE 2 - PURPOSE

2.1 **Purpose.** Because of the unique setting of the Property within an urban area and within the boundaries of the Corporate Area, Declarant intends this Declaration to be a reasonable restriction upon the use of the Property and upon each Owner in order to accomplish the various purposes set forth herein including, but not necessarily limited to, the following:

- (a) to preserve and enhance, now and in the future, the attractiveness, desirability and value of the Property, Lots and all Improvements made or placed thereon, as well as the attractiveness, desirability and value of all properties within the Corporate Area;
- (b) to provide for an exclusive, secure, residential living environment existing compatibly with surrounding areas;
- (c) to assure that all Improvements made or placed upon the Property are compatible with each other and with the surrounding areas and unique settings;
- (d) to maintain common architectural themes and styles throughout the Property;
- (e) to maintain a development for Owners who desire privacy and security; and
- (f) to provide a process by which development and construction activities will have minimal effect upon the existing and anticipated surrounding neighborhoods.

ARTICLE 3 - DEDICATION

3.1 **Dedication.** Declarant, for itself, its successors and assigns, hereby declares that the Property shall, on and after the date this Declaration is recorded, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, easements, limitations, reservations, exceptions and other provisions set forth in this Declaration, all of which are declared to be a part of and in furtherance of a common and general plan of development, improvement, enhancement and protection of the Corporate Area and the Property. The provisions of this Declaration are hereby impressed and imposed upon the Property as an equitable servitude and are intended to, and shall, run with the land and, until their expiration in accordance with Section 12.13 hereof, shall bind, be a charge upon and inure to the mutual benefit of (a) all of the real property within the Property and each part or parcel thereof; (b) Declarant and its successors and assigns; (c) the Association and its successors and assigns; and (d) all other persons and entities having or acquiring any right, title or interest in any real property which is part of the Property or any part or parcel thereof or any Improvement thereon, and their encumbrancers, claimants, heirs, personal representatives, successors and assigns.

ARTICLE 4 - ARCHITECTURAL CONTROL

4.1 **Architectural Control.** No Dwelling Unit, Structure, Landscaping or other Improvement shall be placed, erected, installed or permitted to occur or exist on any Lot, nor shall the visible appearance of any existing Improvement be altered, nor shall any construction or installation of any Improvement be commenced, unless and until all plans and specifications for such Improvement have been submitted to, and

approved in writing by, the Architectural Control Committee. Matters which require the approval of the Architectural Control Committee include, but are not limited to:

- (a) the original construction, installation or erection of any Dwelling Unit, Structure, Landscaping or other Improvement;
- (b) the demolition or destruction, by voluntary action, of any Dwelling Unit, Structure, Landscaping or other Improvement;
- (c) any other grading, excavation, filling or similar disturbance to the surface of any Lot; and
- (d) any change, alteration, reconstruction, renovation or expansion of any previously constructed, installed or approved Improvements, including any change of Landscaping, exterior appearance, finish material, color or texture of any Dwelling Unit or other Structure or Improvement. Interior renovations to a previously-completed Dwelling Unit, Structure or Improvement which do not change or alter the exterior appearance and which are not otherwise restricted by the terms of this Declaration shall not require the approval of the Architectural Control Committee.

4.2 Content of Plans. All building plans and specifications, architectural plans and specifications, landscaping and/or grading plans and specifications, samples and other materials to be submitted to the Architectural Control Committee shall be complete and submitted in duplicate. The minimum scale of all plans shall be one-twentieth of an inch equals one foot. The plot plan shall show the location of all Dwelling Units and Structures (plotted horizontally and vertically), drives, walks, walls, windbreaks, fences, Landscaping and any other Improvements. Proposed new contours throughout the Lot and abutting street elevations on all sides shall be shown as well. Plans for Dwelling Units and other Structures shall show all exterior elevations, exterior design, style, height, building materials and color scheme thereof, and shall indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples. If requested, a soils report for the Lot shall be supplied. Landscaping and/or grading plans shall show the location of all landscaping elements, including grass, ground cover, shrubs, trees and other landscape materials for the entire area of the Lot not to be covered by Improvements or other Structures. The size (as planted and at maturity) and type of all new plant materials shall be indicated. All plans, samples and other materials as may be requested by the Architectural Control Committee shall be prepared, obtained and furnished at the sole cost and expense of the Owner.

4.3 Mandatory Approval of Plans: Approval Procedures.

4.3.1 In order to avoid unnecessary hardships, all Owners contemplating such construction, reconstruction, remodeling, landscaping, planting or alteration shall submit preliminary drawings of the proposed work in duplicate to the Architectural Control Committee in order to obtain tentative action thereon before causing the preparation of detailed or complete drawings, plans or specifications, or incurring substantial expense. Thereafter, when final drawings, plans and specifications have been prepared in accordance with the requirements of Section 4.2, above, the same shall be submitted to the Architectural Control Committee for approval. Upon approval, and as a condition of approval, the Owner shall also deposit with the Architectural Control Committee a sum equal to the projected cost (as determined by the Architectural Control Committee) of the installed Landscaping for the Lot (but in no event less than \$20,000.00), said sum to be held in an interest bearing escrow account for the benefit of the Owner pending completion of all Landscaping on the Lot. In lieu of the deposit of actual funds in escrow, the Owner may elect to provide a letter of credit or certificate of deposit with terms acceptable to the Architectural Control Committee to be held by the Architectural Control Committee for the purposes and for the period stated above.

4.3.2 The Architectural Control Committee shall approve or disapprove requests, plans, specifications, details and samples within thirty (30) days from delivery thereof to the Architectural Control

Committee in proper and complete form. One set of all plans, specifications and details, with the approval or disapproval endorsed thereon, shall be returned to the person submitting same, and the other copy thereof shall be retained by the Architectural Control Committee. In the event there is no action taken to approve or disapprove such requests, plans, specifications, and details within thirty (30) days after the delivery thereof to the Architectural Control Committee in proper and complete form, and no action has been instituted to enjoin the performance of the proposed work, the provisions of this section shall be deemed satisfied. The Architectural Control Committee shall maintain written records of all applications submitted and all action taken.

4.3.3 In approving or disapproving the requests, plans, specifications, details and samples submitted to it, the Architectural Control Committee shall take into consideration the design, style and construction of the proposed improvement or alteration, its location on the Lot, the harmony of its design, architecture and location with the terrain and surrounding neighborhood and shall determine whether such proposed improvement or alteration is consistent with the general terrain, the architecture of other improvements located within the Property, and whether or not the construction or alteration of said improvement will adversely affect or decrease the value of other Lots and/or Improvements located thereon because of its design, location, height or type of material used in construction. The Architectural Control Committee may make reasonable requirements of the Owner, including the submission of additional plans, to ensure conformance of such improvement or alteration when erected with these restrictions and covenants and with the plans submitted and approved. The Architectural Control Committee may require such changes as may be necessary to conform to the general purposes herein expressed.

4.3.4 The Architectural Control Committee shall have authority to promulgate minimum standards for construction, landscaping, maintenance and other matters within its purview, which standards shall not be inconsistent with the terms of this Declaration, and all Owners shall be required, and hereby acknowledge and agree, to conform their construction, landscaping and maintenance activities to such standards as may be in effect from time to time.

4.3.5 The Architectural Control Committee shall have authority to grant variances from the provisions of this Declaration in case of irregularly shaped Lots, unusual terrain, or other conditions wherein the strict enforcement of these restrictions would result in unusual hardship, or where required by practical necessity; provided, however, the granting thereof shall not be materially detrimental or injurious to the Property and shall not militate against the general intent and purpose of this Declaration. The Architectural Control Committee shall be the sole and exclusive judge of whether or not such hardship exists. The Architectural Control Committee shall, within sixty days after the request for the variance was delivered, determine whether to grant or deny the variance. If the Architectural Control Committee fails to act on the request for the variance within sixty days, the variance shall be deemed denied. If a variance is denied, another application for a variance for the same Lot may not be made for a period of one year.

4.3.6 Whenever the Architectural Control Committee disapproves of any request or any proposed plans, specifications details or samples, it shall state in writing its reason for such disapproval with sufficient explanation to guide the Owner in proposing changes or alterations in plans which will satisfy the objections of the Architectural Control Committee.

4.3.7 It is the intent hereof that the Architectural Control Committee shall exercise broad discretionary powers and that its decisions shall be final and conclusive, except for an arbitrary abuse of its discretion or an excess of its authority.

4.3.8 The Architectural Control Committee shall resolve all questions of interpretation hereunder, and this Declaration shall be interpreted in accordance with its general purpose and intent as herein expressed.

4.3.9 Neither the Declarant nor the Architectural Control Committee, nor any architect or agent of the Declarant or Architectural Control Committee, shall be responsible or liable in any way for any

defects in any requests, plans, specifications, details or samples submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according thereto.

4.3.10 Neither Declarant, nor any other entity acting as the Architectural Control Committee, nor any member thereof, shall be liable in damages or otherwise to anyone submitting plans to them for approval or requesting a variance, or to any Owner by reason of mistake in judgment, negligence, nonfeasance or any act or omission in connection with the approval, disapproval or failure to approve any plans, specifications or variance. Approval by the Architectural Control Committee shall not mean that plans and specifications are in compliance with the requirements of any local building codes, zoning ordinances or other governmental regulations, and it shall be the responsibility of the Owner or other person submitting plans to the Architectural Control Committee to comply with all codes, ordinances and regulations.

4.3.11 The Architectural Control Committee may charge reasonable fees to cover expenses incurred in review of plans, samples and materials submitted pursuant to this Declaration, not including reimbursement or compensation to the members of the Architectural Control Committee for their services.

4.3.12 Approvals of all plans and specifications for an Improvement will automatically expire within one year after approval, and if approval so expires, the applicant must resubmit a request for approval of the Improvement.

ARTICLE 5 - RESTRICTIONS ON DESIGN AND CONSTRUCTION

5.1 General Restrictions. Architectural, design, construction and landscaping standards are established and imposed to the end that the Property may benefit from the natural advantages of its particular location. While the standards for architectural style are flexible in that variances may be granted under proper circumstances, compatibility of the development of the Corporate Area as a whole, and compatibility of design within the Property, are of foremost importance.

5.2 No Subdivision of Lots. No more than one Dwelling Unit shall be erected or maintained within any Lot. No Lot shall be replatted or otherwise subdivided.

5.3 Uses. All Lots in the Property shall be used exclusively for private residential purposes. No Dwelling Unit erected or maintained within the Property shall be used or occupied for any purpose other than for a private, single-family dwelling. No business, profession or other commercial enterprise of any nature shall be conducted on any Lot or in any Dwelling Unit, Structure or other Improvement located thereon, except a "home office" activity conducted in accordance with the terms and conditions of this section and any further or substitute rules or regulations which may be adopted by the Architectural Control Committee. A "home office" activity is a secondary or incidental use of a Dwelling Unit in the nature of a professional or business office. A home office activity may be conducted from a Dwelling Unit, provided the following requirements are satisfied:

- (a) only a service business shall be permitted to be conducted from a home office, and no sale of goods, supplies, inventory or other products shall be permitted;
- (b) such activity shall be clearly incidental or secondary to the use of the Dwelling Unit for residential purposes, and the use of the Dwelling Unit for such purposes shall not cause or result in any visual or other essential change in the residential character of the Property;
- (c) such activity shall be conducted only by a person or persons residing at the Dwelling Unit and only so long as contained entirely within the Dwelling Unit;
- (d) the total area of the Dwelling Unit used for such activity shall not exceed twenty percent (20%) of the minimum square feet of heated floor area devoted to living purposes nor more than seven hundred (700) square feet;

- (e) the operation of a home office activity shall not result in the elimination of the Dwelling Unit's kitchen or all of its bedrooms;
- (f) there shall be no advertising of the home office activity visible outside of the Dwelling Unit;
- (g) the home office activity will ordinarily not bring more than one client or customer to the Dwelling Unit at any one time;
- (h) the home office activity will be conducted in compliance with all building, fire, health and environmental laws, codes and regulations;
- (i) no activity associated with the home office activity shall be allowed which results in detrimental visual impact upon the surrounding neighborhood; and
- (j) any mechanical, electrical or electronic machinery or equipment used in the home office activity must be operated in a fashion so that no noise, vibration, glare, fumes, odors, heat or electrical interference are detectible to the normal senses beyond the boundary line of the Lot, and in no case shall any equipment be allowed which involves the use of hazardous, explosive or highly flammable substances or which produces hazardous, explosive or highly flammable wastes or products.

5.4 Improvements. No improvement shall be erected on any Lot except one single-family Dwelling Unit (excluding bona fide household help) and other improvements which have been approved by the Architectural Control Committee. No improvement other than a Dwelling Unit and no trailer, tent or other similar or dissimilar temporary quarters may be used for living purposes. No Improvement may be placed on any Lot before completion of the Dwelling Unit upon such Lot except with the permission of the Architectural Control Committee.

5.5 Rentals. No room or rooms in any Dwelling Unit or parts thereof may be rented or leased and no paying guests shall be quartered in any Dwelling Unit. Nothing contained in this provision, however, shall be construed as preventing the renting or leasing of an entire Lot, together with its Dwelling Unit or other Improvements, as a single unit to a single family.

5.6 No Separate Estates. Ownership of a Lot shall never be separated from ownership of any improvement placed thereon.

5.7 Temporary Structures. No temporary house, trailer, tent, camping quarters, barn, tree house, garage, outbuilding or other temporary structure shall be placed or erected upon any Lot; provided, however, the foregoing shall not be deemed to preclude temporary back-yard and camping activities of children or the erection of play houses otherwise complying in all respects with the terms and conditions of this Declaration. No Dwelling Unit or other Structure or Improvement placed or erected on any Lot shall be occupied in any manner at any time during the course of original construction prior to its being fully completed in accordance with approved plans (as hereinafter provided) and until made to comply with all requirements, conditions and restrictions herein set forth; provided, however, during the actual construction or alteration of a Dwelling Unit or other Structure or Improvement on any Lot, necessary temporary buildings for administration of construction and storage of materials may, with the consent of the Architectural Control Committee be used, erected and maintained by the contractor doing such work, so long as the same are promptly removed upon completion of construction.

5.8 Construction Type. All construction shall be new. No building previously used at another location, nor any building or improvement originally constructed as a mobile dwelling or manufactured housing, may be moved onto a Lot except as expressly provided herein for temporary construction buildings. All Dwelling Units or other Structures and Improvements shall be constructed, repaired and renovated in conformance with applicable building codes and regulations.

5.9 Material Storage. No building materials (including excess dirt from excavation) shall be stored on any Lot except temporarily during continuous construction of a Dwelling Unit or other Structure or Improvement. Excess dirt from excavation shall be removed from a Lot immediately following completion of foundation back filling.

5.10 Completion of Work. All construction work shall be prosecuted diligently and continuously from the time of commencement until fully completed. The exterior of all Dwelling Units or other Improvements must be completed within one year after the commencement of construction except where such completion is impossible or would result in great hardship due to strikes, fires, national emergency or natural calamities. For purposes of this Section 5.10, "commencement of construction" of a Dwelling Unit is defined as the obtaining of necessary building permits and the excavation of earth for a foundation, and for all other Improvements is defined as the undertaking of any visible exterior work. If construction is not completed within one year after commencement, or if construction shall cease for a period of sixty days without permission of the Architectural Control Committee, the Architectural Control Committee will give the Owner thereof written notice of such fact. If construction on such Improvement is not thereafter diligently commenced within thirty days after such notice, the unfinished Improvement or unfinished portion thereof shall be deemed a nuisance and may be removed forthwith by and at the cost of the Owner, or the Architectural Control Committee (acting by and through the Association) at its sole option, may choose to remove the same or complete construction as provided in the approved plans for the same at the cost of the Owner and may exercise lien rights as described herein for any costs or expenses it may incur in such event.

5.11 Construction Debris. Construction debris may not be dumped or left on any Lot or on any of the Common Area or adjoining properties. During the period of construction of a Dwelling Unit or other Improvement on a Lot, the Owner of the Lot or his contractor shall control dirt and dust, keep surrounding properties and streets reasonably clean and keep construction debris confined in a trash receptacle. All construction debris which is blown by the wind onto nearby properties or streets shall be collected and placed in the trash receptacle on a daily basis. Trash shall be removed from the Lot at least once a week during the construction period. Contractors, subcontractors and construction personnel shall have the right to enter upon unimproved Lots and the Common Area to pick up and retrieve construction debris, but shall not enter upon any improved Lot for such purpose without the express permission of the Owner of such Lot.

5.12 Trees and Boulders. No trees, surface boulders, or natural vegetation, or other surface feature of a Lot shall be removed from any Lot, except those that would unreasonably interfere with the actual construction of a Dwelling Unit. Each tree removed shall be replaced with a tree or trees of similar size, unless otherwise approved by the Architectural Control Committee.

5.13 Drilling Structures. No derrick or other Improvement 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 any Lot.

5.14 Underground Utilities. All utilities, including electric, cable television, radio and telephone transmission lines, but excluding lighting standards and customary service devices for access, control or use of utilities as permitted by the Architectural Control Committee, shall be installed underground. No overhead utility lines shall ever be installed or maintained on any portion of the Property except during the construction of a Dwelling Unit when the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

5.15 Driveways. All driveways and off-street parking areas shall be improved with concrete paving or brick pavers.

5.16 Setback Areas. Except with approval of the Architectural Control Committee, no Improvement, nor any porch, eave, overhang, projection or other part of such Improvement, shall be located within forty feet of a front Lot Line, within forty feet of a rear Lot Line, within thirty feet of a side Lot Line

adjoining a street, or within twelve and one-half feet of any other side Lot Line; provided, however, the foregoing shall not apply to Landscaping. Notwithstanding the foregoing, however, at the discretion of the Architectural Control Committee, and based upon submitted and approved plans and specifications, (i) the front Lot Line setback on any Lot may be reduced to thirty (30) feet to allow for an attached garage with a side entry (entry from the side at a ninety (90) degree angle to the street providing driveway access to the Lot), but areas of the Dwelling Unit devoted to living purposes must still comply with the forty (40) foot setback requirement, and (ii) a special rear Lot Line setback variance may be permitted with respect to Lot 1, Block 1 pursuant to the drawing attached hereto as Exhibit 5.16. If, upon completion of construction, it is disclosed by survey that a minor violation or infringement of a setback line(s) has occurred, such violation or infringement shall be deemed waived by Owners of Lots within the Property. Nothing herein contained shall prevent the prosecution of a suit for any other violation of the restrictions contained in this Declaration. A "minor violation" for the purpose of this provision is a violation of not more than one (1) foot beyond the required setback lines. This provision shall apply only to original construction and shall not be applicable to any alterations or repairs. All construction must also conform to the building code, zoning code and subdivision regulations of the City of Colorado Springs, which regulations may vary from the provisions of this section and other sections.

5.17 Styles of Dwelling Units. All Dwelling Units constructed on the Lots shall be of one of the following two (2) styles:

- (a) one-story, which means for purposes of this Declaration a Dwelling Unit which has a one-story street elevation and a one-story rear elevation; or
- (b) one-story walk-out, which means for purposes of this Declaration a Dwelling Unit which has a one-story street elevation and a two-story rear elevation.

5.18 Garages. Every Dwelling Unit constructed on any Lot shall include a two-car fully enclosed garage which must be either attached to the Dwelling Unit as an integral part thereof or attached thereto by arbor or breezeway and conforming to the architectural design of the Dwelling Unit. Garage doors shall be wood, wood composition or painted metal of a compatible design, and shall be equipped with automatic garage door openers with remote control operating devices.

5.19 Kitchens. No more than one room in each Dwelling Unit may contain kitchen facilities, except where permitted by the Architectural Control Committee as a "wet-bar" area or as part of a den, playroom or entertainment area.

5.20 Foundation Elevation. The elevation of the top of the foundation ("Foundation Elevation") of any Dwelling Unit built, erected or placed upon any Lot shall not be greater than the Foundation Elevation for such Lot designated on Exhibit 5.20, attached hereto.

5.21 Minimum Sizes of Dwelling Units. All Dwelling Units shall contain a minimum of three thousand (3,000) square feet of heated floor area devoted to living purposes (i.e., exclusive of roofed or unroofed porches, patios, terraces, basements, lofts or garages). In the case of one-story walk-out Dwelling Units, the street level shall contain at least two thousand five hundred (2,500) square feet of heated floor area devoted to living purposes.

5.22 Maximum Height. The maximum height of a Dwelling Unit or other Structure or Improvement within the Property shall be restricted to twenty-three (23) feet above the Foundation Elevation; provided, however, this restriction shall not apply to trees as they grow in height during maturation. In addition, with regard to one-story walk-out Dwelling Units, the vertical wall on any two-story elevation shall not exceed twenty (20) feet in height above the Foundation Elevation. The height of landscaping walls and fences shall be separately restricted as hereinafter set forth. Notwithstanding the foregoing provisions, in no event shall the maximum height of a Dwelling Unit or other Structure or Improvement within the Property be allowed to exceed the maximum height allowed by applicable zoning laws.

5.23 Grading and Drainage. The finished grading on all Lots shall be to within six (6) inches of the top of foundations. In the case of a stepped foundation, finished grading shall average within six (6) inches of the top of the stepped foundation. No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot except after first obtaining the prior consent and approval of the Architectural Control Committee. Grading shall be maintained at all times so as to protect foundations and footings from excess moisture.

5.24 Construction Standards. All Dwelling Units and other Structures and Improvements shall conform to the following material and appearance standards:

- (a) Exterior materials shall be of natural wood, brick, stone, stucco, or other natural material approved by the Architectural Control Committee, including siding, doors, garage doors, window trim, fences and copings (provided, however, certain artificial stone may be considered for use, subject to approval of the Architectural Control Committee, and solid core, insulated metal exterior doors and garage doors may be considered for use, subject to approval of the Architectural Control Committee);
- (b) Metal or wood windows are permitted, however all metal windows shall be anodized and painted or coated a color to blend with the color of the Structure;
- (c) *Gutters and downspouts are required and shall be painted the same color as the adjoining trim color of the Structure;*
- (d) Exposed concrete shall be stuccoed and all stucco shall be painted or textured in a manner and color approved by the Architectural Control Committee;
- (e) *Chimney facing shall be of stone, brick or other material acceptable to the Architectural Control Committee;*
- (f) All roof areas shall be of tile, slate, copper, concrete, or such other material as may be approved by the Architectural Control Committee. Asphalt roofing materials and wood shakes and wood shingles are not permitted. On sloped roofs, the minimum pitch shall be 5:12;
- (g) All exterior metal, including flashing, ducts, vents and doors, shall either be anodized or shall be painted or coated a color to blend with the color of the Structure;
- (h) Fencing and walls shall be designed and constructed as a visual extension of the architecture of the primary Dwelling Unit, including both scale and use of materials. Untreated, raw, or typical wood, grapestake, or cedar fences will not be permitted unless painted or stained to match the Structure and approved by the Architectural Control Committee; and
- (i) All painting and colors shall be of natural or earth-tone shades so as to blend with the natural environment.

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

5.26 Antennae and Satellite Dishes. All aerial masts, antennae and similar equipment is prohibited except with the written consent of the Architectural Control Committee. Satellite dishes will be allowed only

upon approval by the Architectural Control Committee and only if adequately screened or fenced so as not to be visible from nearby properties or streets.

5.27 Walls and Fences. No wall, fence, coping or screening shall be used as a perimeter property line designation. Walls, copings, fences and screening not exceeding six feet (6') in height (measured from the adjoining ground surface inside the wall) shall be allowed only with the approval of the Architectural Control Committee and only if for purposes of privacy and as an architectural component of the Dwelling Unit itself. No wall, coping, fences, hedges or plantings (other than grass) will be permitted on any street frontage beyond the setback line unless permission is granted by the Architectural Control Committee.

ARTICLE 6 - USE, MAINTENANCE AND LIVING ENVIRONMENT STANDARDS

6.1 Building and Grounds Conditions. Each Owner shall maintain the exterior of his or her Dwelling Unit and all other Structures and Improvements, lawns and landscaping, walks and driveways, in good condition, shall maintain them in a neat and attractive manner, and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be stained or repainted periodically and before the surfacing becomes weather beaten or worn off. Periodic exterior maintenance also includes repair and maintenance of gutters, downspouts, roofs, paving, lawns, shrubs, trees, other landscaping material, fences, mail boxes and outdoor lighting. If an Owner fails to properly perform such maintenance, Declarant or the Architectural Control Committee (acting by and through the Association) may, after giving thirty days' written notice, effect such repairs and maintenance as it deems necessary in its judgment to maintain the standards of the Property. Entry to effect such repairs and maintenance shall not be deemed a trespass and the Owner shall be liable for all costs incurred in connection with the repairs and maintenance.

6.2 Unightly Conditions. Each Lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other materials shall be permitted to remain exposed upon any Lot so as to be visible from any nearby properties or streets, except as necessary during a period of construction and as permitted hereunder.

6.3 Garage Doors. Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.

6.4 Maintenance Equipment. All maintenance equipment shall be stored in an enclosed building or otherwise adequately screened so as not to be visible from or nearby properties or streets.

6.5 Clotheslines. No outdoor clothes poles, clotheslines and other facilities for drying or airing of clothing or household goods shall be placed on any Lot unless approved by the Architectural Control Committee and screened by a fence or shrubbery so as not to be visible from nearby properties or streets.

6.6 Swing Sets, Playhouses and Play Areas. No recreational structure, playhouse, swing set, jungle gym, slide or other similar apparatus shall be constructed or placed upon any Lot unless it is approved by the Architectural Control Committee prior to construction and/or installation, or unless it is constructed and/or installed in compliance with guidelines published by the Architectural Control Committee.

6.7 Refuse. No unsightly objects or materials, including but not limited to ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside or so as to be visible from any nearby properties or streets, except during refuse collections.

6.8 Nuisances. 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 may be carried on within any Lot or in any Dwelling Unit. No annoying lights, sounds or odors shall be permitted to emanate from any Lot or Dwelling Unit.

6.9 Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any improvement or within any Lot without the prior approval of the Architectural Control Committee.

6.10 Exterior Lighting. All exterior lighting installed on any Lot shall either be indirect or of such control, focus and intensity so as to not disturb the occupants of residences on nearby properties.

6.11 Landscaping. Within three (3) months after completion of a Dwelling Unit or other Structure or Improvement, or within any extension of that period granted by the Architectural Control Committee in its sole discretion, all yards and open spaces, except as prevented by subsequent construction activities, shall be landscaped and thereafter maintained in lawn or landscape. Landscape should include areas of natural vegetation, and preservation of existing natural vegetation is intended. No existing natural vegetation shall be removed from any Lot unless required by construction activity and unless approved by the Architectural Control Committee. The use of gravel and small rocks as landscaping materials is not desirable and only will be permitted by the Architectural Control Committee in very limited quantities.

6.12 Yards. Each Lot shall at all times be kept free from weeds and other unsightly growth and plants or weeds infected with noxious insects or plant diseases (including mistletoe and pine beetle) and from weeds which are likely to cause the spread of infection or weeds to neighboring property and free from brush or other growth or trash which causes undue danger of fire.

6.13 Mowing and Pruning. In order to effect insect, weed and fire control and to prevent and remove nuisances, the Owner of any Lot upon which a building has not been constructed shall mow, cut, prune, clear and remove from the premises unsightly brush, weeds and other unsightly growth and shall remove any trash which may collect or accumulate on the Lot.

6.14 Transmitters. No electronic or radio transmitter of any kind other than garage door openers and remote control devices for televisions, stereos, video cassette recorders and similar equipment shall be operated in or on any improvement or Lot.

6.15 Animals. No animals, except an aggregate of two (2) domesticated dogs, cats or other bona fide domesticated pets, shall be permitted on any Lot, excepting fish or domesticated birds which may be kept in greater numbers. No animal of any kind shall be permitted which makes an unreasonable amount of noise or odor or otherwise is a nuisance to neighbors or the neighborhood. No animal shall be kept, bred, or maintained within the Property for any commercial purposes. All animals must be on a leash or under Owner control at all times when outside of the Owner's fenced area. Animals shall not be permitted to run loose. If an animal should run loose, the Owner thereof shall be responsible for all costs associated with the animal being picked up or brought under control. In the event of repeated and willful violations by an Owner, the Association may permanently restrain and enjoin the Owner from keeping said animal on the Owner's Lot. No dogs or other pets shall be chained or enclosed on a Lot outside of the Dwelling Unit, except the Architectural Control Committee, in its sole discretion, may approve dog runs or enclosures, subject to the provisions of Section 5.27.

6.16 Vehicles. The Association may impose reasonable regulations upon the driving, parking and other conduct or use of motor vehicles within the Common Area. No motor vehicle, boat, trailer (whether for boating, camping, hauling or otherwise), camper (on or off supporting vehicle), tractor, commercial vehicle, mobile home, house trailer, recreational vehicle, motor home, self-contained motorized vehicle, off-road vehicle, motor-driven cycle, towed trailer unit, shall be stored or parked overnight on any street or within any Lot (except in a completely enclosed building such as a garage). Parking on the private streets within the Property shall be allowed subject to the foregoing restrictions so long as the vehicle is parked only temporarily in connection with a social function or while engaged in actual transportation or delivery to or from a Lot or Dwelling Unit.

6.17 Inoperative Vehicles. No unused, stripped down, partially wrecked or inoperative motor vehicle or part thereof shall be permitted to be parked on any street or on any Lot in such a manner as to be visible at ground level from any nearby property or street, unless fully screened in a manner approved by the Architectural Control Committee. An 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 Association.

6.18 Vehicle Repairs. No maintenance, servicing, repair, dismantling, sanding or repainting of any type of vehicle/boat, machine or device may be carried on except within a completely enclosed Improvement which screens the sight and sound of the activity from nearby property and streets.

6.19 Flammables. No Owner shall use or permit to be brought into or stored on any Lot any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene in large enough quantities to be deemed hazardous to life, limb or property.

6.20 Fuels; Incinerators; Barbecues. No coal or other type of fuel which gives off smoke shall be used for heating, cooking or any other purpose; provided, however, the foregoing restriction shall not be deemed to apply to the occasional burning of wood in a fireplace or charcoal or other fuel in a barbecue. No trash or garbage shall be burned on the premises except in approved incinerators located indoors. No barbecue or other outdoor cooking pit shall be located nearer to another Lot line than any setback line.

6.21 Storage Tanks. No elevated tanks of any kind shall be erected, placed or permitted upon any part of a Lot. Any tanks for use in connection with any Dwelling Unit constructed on a Lot, including tanks for the storage of gas, or oil, must be below ground.

6.22 Signs. The only signs permitted on any Lot or Improvement shall be:

- (a) one sign of customary size and reasonable format for offering of the signed property for sale or for rent, approved by the Architectural Control Committee and displayed only in a standard frame specified by the Architectural Control Committee;
- (b) one sign of customary size for identification of the occupant and address of any Dwelling Unit as approved by the Architectural Control Committee;
- (c) signs for identification of the Property as a whole installed by, or with the permission of, Declarant;
- (d) signs as may be necessary to advise of rules and regulations or to caution or warn of danger or give direction; and
- (e) such other signs as may be required by law.

Except for permitted signs, there shall not be used or displayed on any Lot or Improvement, any signs or any banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental. All permitted signs must be professionally painted, lettered and constructed and shall be placed only on the Lot to which they pertain.

ARTICLE 7 - ASSOCIATION MEMBERSHIP

7.1 Kissing Camels Property Owners Association. The Declarant has delegated to the Kissing Camels Property Owners Association, a Colorado non-profit corporation (the "Association"), the responsibility of arranging for or providing private road and Common Area maintenance, security protection, covenant enforcement and enforcement of other terms and conditions of this Declaration, and such other matters which in its sole discretion, and pursuant to this Declaration, it determines to be in the best interests of the health, safety and welfare of the Owners and/or Property. All Common Area, including the private

roads shown on the recorded Plat of the Property, has been dedicated to the Association for such purposes. The Kissing Camels Property Owners Association was duly formed in 1960 to perform such services on behalf of all properties within the Corporate Area, and it currently performs and will continue to perform such services for all other properties within the Corporate Area, whether currently existing in a developed state or to be developed in the future. The decisions and actions of the Association shall be as determined by its officers acting pursuant to the direction and policies of its board of directors, without any vote or meeting of members, except as described in Section 7.4, below.

7.2 Power to Enforce Declaration and Rules and Regulations. The Association shall have the power and duty to enforce the provisions of this Declaration and any other organizational document governing the Association (collectively, the "Association Documents"), and shall take such action as it deems necessary or desirable to cause compliance by each Owner and Member of the Association. Without limiting the generality of the foregoing, the Association shall have the power of enforcement by any one or more of the following means: (a) by entry upon any Lot within the Property after any required notice and hearing (unless a bona fide emergency exists), without liability to the Owner or occupants thereof, for the purpose of enforcement of or causing compliance with the Association Documents; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of the Association Documents, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of the Association Documents; (d) by exclusion, after any required notice and hearing, of any Owner from use of any Common Area (or other properties which such Owner is entitled to use by virtue of being an Owner or Member) during any period not to exceed sixty days as a penalty for any breach of the Association Documents by any such Owner, unless the breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues; (e) by suspension, after any required notice and hearing, of the voting rights of a Member during and for up to sixty days following any breach by such Member of the Association Documents, unless the breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues; (f) by levying and collecting, after any required notice and hearing, unless the violation consists of failure to pay any Assessment, in which case notice and hearing shall not be required, a Site Assessment against any Lot for breach by the Owner of the Association Documents; (g) by levying and collecting, after any required notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the rules and regulations of the Association, from any Owner or other person for breach by such Owner or other person of the Association Documents; (h) by performing any duty of any Owner or other person or correcting any violation or breach of the Association Documents and obtaining, upon demand, reimbursement for all expenses related thereto as a Site Assessment, and (i) by exercising any other right or remedy permitted by law or in equity.

7.3 Membership and Voting Rights. Each Owner of a Lot within the Property shall automatically be and become a member of the Association; provided, however, in the event a Lot is owned by more than one person, such multiple or joint membership shall not increase the voting rights appurtenant to that Lot. Each Owner of a Lot shall have one vote on any matter required to be submitted to a vote of members.

7.4 Association Trustees. The affairs of the Association are currently managed by a three-member Board of Trustees who retain a power of appointment over the trustees. At such time as a substantial percentage of the Lots in the Kissing Camels Estates Corporate Area have been sold to owner/occupants, the trustees are required to call a meeting of all Members of the Association for the election by the Members of three additional members to the Board of Trustees. The Board of Trustees is then required to set, within eighteen months of the election of the second group of three additional trustees, a regular annual meeting date, and at the first such annual meeting a third group of three trustees are to be elected by the members to the Board of Trustees. Thereafter, the election of trustees is staggered with the result that three trustees are subject to re-election or replacement each year by a vote of members. The Board of Trustees retains the sole power to amend the Association's Certificate of Incorporation.

7.5 Rules and Regulations. The Association may from time to time promulgate reasonable rules and regulations governing the Property, which rules and regulations shall not be inconsistent with the terms

of this Declaration, and all Owners shall be required, and hereby acknowledge and agree, to conduct themselves in accordance with such rules and regulations.

ARTICLE 8 - ASSESSMENTS

8.1 Creation of Lien and Personal Obligation to Pay Assessments. The Declarant, for each Lot or Dwelling Unit owned within the Property, hereby covenants, and each Owner of any Lot or Dwelling Unit by acceptance of a deed therefor, whether or not it shall be so expressed in said deed, is deemed to covenant and agree to pay to the Association, Annual, Special and Site Assessments or charges which shall be established and collected as hereinafter provided. These charges, together with a rate of interest equal to the commercial loan interest rate charged by Colorado National Bank-Exchange, and any and all other costs of collection, including the costs and expenses incurred for the filing of a lien hereunder and legal fees and costs (hereinafter "Costs of Collection"), shall be a mandatory charge on the Lots or Dwelling Units and shall be a continuing lien upon the property against which each such Assessment is made. Each Owner shall be jointly and severally liable to the Association for the payment of all Assessments attributable to them and/or their Lot. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title or interest unless expressly assumed by them. No Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for herein by non-use of the Common Areas or the facilities contained therein, by abandonment or leasing of his Lot, or by asserting any claims against the Association, the Declarant or any other person or entity. In addition to the foregoing Assessments, charges, fees and other sums, each Owner shall have the obligation to pay real property ad valorem taxes and special assessments imposed by Colorado governmental subdivisions against his Lot.

8.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners in providing funds for the following: (a) maintenance, repair and replacement of private roads, Common Areas and drainage systems within the Property, including but not limited to, snow removal, sweeping, cleaning, maintenance of traffic signs, street signs, markings, lighting, maintenance and replacement of drainage structures, pipes, channels, bridges, and other similar expenses related to the private roads, streets and drainage systems within the Property; (b) the development, maintenance, and expenses of a complete security system and security protection for the Owners and residents including salaries for security personnel and the cost of equipment including guard gates, communication systems, security vehicles and related facilities, (or in the alternative contracting for such security and security protection services); (c) the costs of architectural control and covenant enforcement hereunder, including the Architectural Control Committee's overhead and supervision costs in reviewing all plans and all costs of collection including reasonable attorney's fees; (d) for costs and expenses related to the operation of any other facilities which an Owner is entitled to use by virtue of being an Owner of a Lot or member of the Association (such as the Community Recreation Center at Kissing Camels Estates); and (e) for all other things (e.g. trash and refuse pickup) as may be determined by the Association to be in the best interests of the health, safety and welfare of the Owners and Property.

8.3 Determination of Annual Assessments. The determination of Annual Assessments shall be based upon the estimated and projected budget of cash requirements adopted from year to year by the Association. Annual Assessments shall be calculated to be sufficient to satisfy the expected annual needs of the Association to provide the services to the Owners and the Property contemplated in this Declaration. An adequate reserve out of the Annual Assessments may also be maintained by the Association to carry out its duties and obligations hereunder.

8.4 Rates of Assessment. Annual and Special Assessments shall be allocated equally and uniformly among all Lots, so that each Owner is obligated to pay an equal Annual and Special Assessment for each Lot owned; provided, however, Annual and Special Assessments for Lots containing Dwelling Units may vary from Annual and Special Assessments for unimproved Lots. Subject to the foregoing, the rates for Annual and Special Assessments shall be determined by dividing the total Assessments payable for the Assessment period by the number of Lots then subject to this Declaration, with the resulting quotient being the amount payable with respect to each Lot.

8.5 Date of Commencement of Annual Assessments. The Annual Assessments provided for herein shall commence as to each Lot on the first day of the month following the first conveyance of the Lot from the Declarant to a purchaser thereof.

8.6 Failure to Fix Assessment. The failure of the Association to levy an Assessment in any case shall not be deemed a waiver or modification with respect to any of the provisions of this Declaration or a release of the liability of any Owner to pay Assessments for that or any subsequent period.

8.7 Special Assessments. In addition to Annual Assessments, the Association may levy Special Assessments for the purpose of defraying in whole or in part the expense of any contingency or unbudgeted item.

8.8 Site Assessments. The Association may levy a Site Assessment against any Member, Owner, or Lot if the willful or negligent acts or omissions of the Member or Owner cause any violation of the Association Documents or cause any loss or damage to the Association or Common Areas or cause an expenditure of funds in connection with the enforcement powers of the Association. Except for a default consisting solely of a failure to timely pay any Assessment, including, without limitation, Special Assessments or Annual Assessments, which shall not require any notice and hearing, a Site Assessment shall be levied only after any required notice and hearing. The amount of the Site Assessment shall be due and payable to the Association upon notice by the Board that the Site Assessment is owing. Imposition or non-imposition of Site Assessments shall not preclude the Association from pursuing simultaneously or subsequently all other legal or equitable rights and remedies.

8.9 Effect of Nonpayment of Assessments.

8.9.1 Any installment of an Assessment provided for in this Declaration shall become delinquent if not paid on the due date as established by the Association. With respect to each installment of an Assessment not paid within ten (10) days after its due date, the Association may, at its election, require the delinquent Owner to pay a late charge of not to exceed Five and No/100 Dollars (\$5.00) or five percent (5%) of the amount of the delinquent installment, whichever is greater, together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Association may mail a notice to the Owner and to each first mortgagee of a Lot or Dwelling Unit which has requested a copy of such notices. Such notice shall specify (i) the fact that the installment is delinquent; (ii) the action required to cure the default; (iii) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such defaults must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessment and ultimate sale of the Owner's Lot and/or Dwelling Unit in foreclosure. The notice shall further inform the Owner of his right to cure after acceleration and to bring a court action to assert the nonexistence of a default or any defense of the Owner to acceleration and sale. If the delinquent installments of the Assessment and any charges thereon are not paid in full on or before the date specified in the notice, the Association, at its option, may declare all the unpaid balance of the Assessment for the then current fiscal year, attributable to that Owner and his Lot and/or Dwelling Unit, to be immediately due and payable without further demand and may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law and this Declaration.

8.9.2 All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective Lot and/or Dwelling Unit prior and superior to all other liens, except all liens for taxes, bonds, Assessments and other levies or encumbrances which, by law, would be superior thereto. The lien shall become effective upon recordation by the Association or its authorized agent of a notice of an Assessment or lien securing the payment of any Assessment or installment thereof in accordance with Colorado law. The lien shall relate only to the individual Lot and/or the Dwelling Unit against which the Assessment was levied and not to the Property as a whole. Upon payment to the Association of the full

amount claimed in the notice of Assessment or lien, together with other appropriate charges, including interest, costs of preparation of legal documents and attorney's fees, or other satisfaction thereof, the Association shall cause to be recorded a notice of satisfaction and release of lien, stating the satisfaction and release of the amount claimed. The Association may demand and receive from the applicable Owner a reasonable charge for the preparation and recordation of the notice of satisfaction and release before recording. Any purchaser or encumbrancer who has acted in good faith and extended value may rely upon the notice of satisfaction and release as conclusive evidence of the full satisfaction of the sums stated in the notice of Assessment or lien.

8.9.3 An action may be brought to foreclose the lien of the Association by its board of directors, or by any Owner if the Association fails or refuses to act, after the expiration of at least thirty (30) days from the date on which the notice of Assessment or lien was recorded; provided that at least ten (10) days have expired since a copy of the notice of Assessment or lien was mailed to the Owner affected thereby, and subject to the requirements of Colorado law. The Association, through its agents, shall have the power to bid on the Lot and/or Dwelling Unit at foreclosure sale, and acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Dwelling Unit and the defaulting Owner shall be required to pay the reasonable rental value for such Dwelling Unit during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the lien securing the same, but this provision or any institution of any suit to recover a money judgment shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a suit at law or in equity initiated pursuant to this section, shall include reasonable attorney's fees as fixed by the court.

8.10 Homestead. The lien of the Association for Assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado law. The acceptance of a deed to a Lot or Dwelling Unit subject to this Declaration shall constitute a waiver of the homestead exemption as against said Assessment lien.

8.11 No Offsets. All Assessments shall be payable in the amounts specified in the levy thereof, and no offset, abatement or reduction thereof shall be permitted for any reason whatsoever, including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration, or for inconvenience or discomfort arising from any activity of the Association, including the making of repairs or improvements to Common Areas, or because an Owner claims that a particular function funded by the Assessment does not benefit that Owner directly, or for any other reason.

ARTICLE 9 - BASEMENTS

9.1 Recorded Easements. The Property shall be subject to the easements of records or as shown on any recorded Plat of the Property.

9.2 Utilities. Declarant hereby creates and reserves to itself until Declarant has sold the last Lot in the Property to an Owner other than Declarant, and, thereafter, to the Association:

- (a) perpetual, alienable, divisible and releasable easements and the right from time to time to grant such easements to others over, under, in and across each of the seven foot strips along and adjoining each rear Lot Line of each Lot, and each of the five foot strips along and adjoining each side Lot Line of each Lot for use of all or part of such areas for lines for transmission of electric current or impulses or electronic signals, for heat and fuel lines, for water lines, for utility lines, for drainage and for other similar or dissimilar facilities and purposes, and for any one or more of such purposes' and

- (b) a blanket easement across, over and under the Common Properties for access, utilities, ~~obtaining and the installation, replacement, repair and maintenance of utilities, including but~~ not limited to water, sewer, gas, telephone, and electricity.

If any utility or quasi-utility company furnishing a service covered by the easements created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement. The Association shall succeed to such right and authority upon conveyance by Declarant of the last Lot in the Properties to the first Owner thereof, other than Declarant. The easement provided for in this section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Properties.

9.3 Association and Declarant's Easement. An easement is hereby granted to the Association and to the Declarant, its officers, agents, employees and assigns across, over, in, and upon the Property as may be necessary or appropriate to perform the duties and functions which they are obligated to perform pursuant to this Declaration or otherwise.

9.4 Ingress and Egress. Each Owner, occupant of a Dwelling Unit and/or guest or invitee of an Owner or occupant, shall have the right to vehicular and pedestrian ingress and egress over, upon, and across the private streets within the Property.

9.5 Public Servants and Emergencies. An easement is hereby granted to all police, fire protection, ambulance, security, and all similar persons to enter upon the private streets within the Property in the performance of their duties.

9.6 Other Easements. Other easements in addition to those described above may have been or may hereafter be granted by Declarant by duly recorded conveyance which the Declarant may determine, in its sole discretion, to be necessary and appropriate for the proper development of the Property.

9.7 Easements Deemed Created. The easements, uses and rights herein are created for the benefit of the Owners and the Property and shall be deemed appurtenant to the Lot or Dwelling Unit of that Owner, and all conveyances thereof hereafter made shall be construed to grant or reserve such easements, even though no specific reference to such easements appears in the instrument of conveyance.

ARTICLE 10 - MASTER PLAN

10.1 Master Plan. The Property is subject to an overall Master Plan which has been approved by the City of Colorado Springs. The Master Plan is a general proposal for future development and is not meant to be exact and may be subject to some modifications. Ownership hereunder implies a knowledge and acceptance of the existing Master Plan and an acquiescence in its future modification so long as said modification does not substantially increase the overall density under the original Master Plan.

ARTICLE 11 - CLUB FACILITIES

11.1 Kissing Camels Golf Club; Garden of the Gods Club. The Kissing Camels Golf Club and the Garden of the Gods Club, and their respective clubhouse, dining, recreational, parking and other facilities, are and shall remain private property. Ownership of a Lot within the Property does not and will not imply permission to use any of those facilities, and the use in any manner without express permission will constitute a trespass and is no way authorized or permitted hereunder.

11.2 Community Recreation Center at Kissing Camels Estates. Ownership of a Lot within the Property shall entitle the Owner of such Lot to use the Community Recreation Center at Kissing Camels Estates so long as such Owner otherwise complies with all terms and conditions of this Declaration. Notwithstanding the foregoing, however, it is recognized and acknowledged that said Community Recreation Center is separately owned by the Declarant and operated and managed under contract from the Declarant.

It is further recognized and acknowledged, that usage of the Community Recreation Center may be conditioned upon payment by such Owner of any usage or membership fees imposed from time to time by the Declarant, and may also be conditioned upon compliance with all rules and regulations in effect from time to time with regard to usage of such facilities.

11.3 Golf Course Operations. Each Owner of a Lot or Dwelling Unit, by acceptance of a deed therefor (whether or not it shall be so expressed in said deed), is deemed to understand and acknowledge that the Kissling Camels Golf Club operates a golf course adjacent to the Property and the Lots and Dwelling Units, and understand and acknowledge the possible risks related to the operation of this golf course amenity. Each Owner of a Lot or Dwelling Unit, by acceptance of a deed therefor (whether or not it shall be so expressed in said deed), is deemed to understand and acknowledge, and assume all risks related to, the operation of this golf course amenity and the possible hazards to Owners of Lots (as well as their guests, invitees, family members, tenants, employees, agents or other persons who may from time to time be present on their property) due to the noise and other natural results of playing golf and the maintenance of the golf course including, but not limited to, personal injury and/or property damage resulting from errant or misdirected golf shots, irrigation (whether with potable or nonpotable water), fertilizer, pesticide, effluent and other spraying/applying operations, and noise, dust and debris from grass cutting, de-thatching and other maintenance operations, and agree to be alert to such risks and hazards and further warn of such risks or hazards their guests, invitees, family members, tenants, employees, agents or other persons who may from time to time be present on their property.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Benefit. The restrictions, covenants, and agreements contained herein are intended and imposed for the direct, mutual and reciprocal benefit of each Lot and all Owners and subsequent Owners thereof, and to create mutual and equitable servitudes upon each Lot subject hereto in favor of any other Lot, and reciprocal rights and obligations and privity of contract and estate between the grantees of each Lot, their respective heirs, successors and assigns.

12.2 Covenants Run With the Land. The covenants, conditions and restrictions contained herein shall run with the land and shall inure to and be binding on each Lot and upon each person or entity hereafter acquiring ownership or any right, title and interest in any Lot or Dwelling Unit within the Property.

12.3 Covenants are Cumulative. Each of the covenants, conditions and restrictions contained herein is cumulative and independent, and is to be construed without reference to, any other provisions dealing with the same subject matter or imposing similar or dissimilar restrictions. The provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision.

12.4 Other Liens. The exercise of any of the rights or remedies granted hereunder shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of a Lot or the Property, and the provisions, conditions, restrictions and covenants herein contained shall be enforceable against any portion of a Lot or the Property acquired by any successor in interest to the lien holder whether such interest is acquired through foreclosure or by deed in lieu of foreclosure or by any other means whatsoever. Any lien created by this Declaration shall survive the sale, transfer, or assignment of any Lot or other portion of the Property.

12.5 Severability. In the event that any one or more of the provisions, conditions, restrictions, and covenants herein contained shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

12.6 Waiver. Any variance or adjustments granted by the Architectural Control Committee, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein contained shall not be deemed to be a waiver of any of the provisions hereof in any other instance.

12.7 Transferability of Rights by Declarant. Any or all of the right, title, interest and estate given to or reserved by Declarant herein, and any and all of the duties of Declarant described herein, may be transferred, delegated or assigned by Declarant to any person, persons, or corporation by appropriate instrument in writing executed by Declarant and executed and accepted by the transferee and recorded in the office of the Clerk and Recorder of El Paso County, Colorado. Every reference to Declarant herein shall be deemed to include its successor or successors in interest.

12.8 Declarant's Right to Vacate. Declarant may vacate all or a portion of the Property to which this Declaration pertains, and may re-subdivide the Property so long as such vacation and re-subdivision applies only to the Lots which it owns (or which are owned by other persons joining in such action), and so long as it (and persons joining with it) owns at least one-half of the total number of Lots to which this Declaration pertains. Such vacation and re-subdivision need not be approved by the Owners of Lots not joining in the action.

12.9 Conflict. In the event the terms and conditions of this Declaration conflict with applicable zoning laws or subdivision ordinances, then the higher standard shall control.

12.10 Notices. Any and all notices to Owners of any Lots on any matter pertaining to this Declaration shall be mailed by regular mail to the last known address of the record title holder of the Lot on file with the Association at the time of such mailing.

12.11 Acceptance of Deed. Each Owner of a Lot included within and subject to this Declaration, by acceptance of a deed conveying any Lot, shall be deemed to accept title thereto upon and subject to each and all of the restrictions, conditions, covenants and agreements herein contained, and the jurisdiction, rights and power of this Declaration and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns (and for his guests, invitees, family members, tenants, employees, agents or other persons who may from time to time be allowed on the Property at the request of the Owner or due to relationship or acquaintance with the Owner), covenant, agree and consent to and with the grantees and subsequent Owners of each of said other Lots, to keep, observe, comply with and perform each of said restrictions, covenants, conditions and agreements.

12.12 Enforcement. A violation of the provisions, conditions, restrictions or covenants contained herein shall warrant the Declarant or other Lot Owner to apply to any court of law or equity having jurisdiction for an injunction or other proper relief including, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and if such relief be granted, the court shall assess a sum for court costs and reasonable attorney's fees to be paid to the prevailing party, as well as the amount of any delinquent payment, interest thereon and other costs of collection.

12.12.1 Without in any way limiting the generality of the foregoing, if either the Association or the Architectural Control Committee determine that there is a violation of any provision of this Declaration, or that an improvement which is the maintenance responsibility of an Owner is in need of installation, repair, restoration or painting, then the Association or the Architectural Control Committee shall give written notice to the responsible Owner of the condition or violation complained of. Unless the Association or Architectural Control Committee has approved in writing corrective plans proposed by the Owner to remedy the condition complained of within such period of time which may be determined reasonable after it has given said written notice, and such corrective work is so approved as completed thereafter within the time allotted, the Association or Architectural Control Committee, after notice and hearing, shall undertake to remedy such condition or violation complained of, and the costs thereof shall be charged to the Owner and his Lot and/or Dwelling Unit whose property is the subject matter of the corrective work. Such costs shall be deemed to be a Special Assessment to such Owner, and his Lot and/or Dwelling Unit, and shall be subject to levy, enforcement and collection in accordance with the Assessment lien procedure provided for in this Declaration.

12.12.2 No delay or omission on the part of the Declarant or its successors or assigns in interest, or the Owner or Owners of any other Lot or Lots in the Property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained, shall be construed as a waiver thereof or an acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by, for, or on accounts of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, conditions, restrictions, or covenants which may be unenforceable.

12.12.3 The various rights and remedies of Declarant and of Owners of Lots as hereinbefore set out are and shall be cumulative. All of them may be used, relied upon, resorted to and enforced without in any way affecting the ability of Declarant or the said Owner to use, rely upon, resort to or enforce the others, or any of them.

12.13 Duration of Restrictions. All of the provisions of this Declaration shall continue and remain in full force and effect until January 1, in the year 2013 A.D., and thereafter for successive periods of ten (10) years each unless at least one (1) year prior to January 1, 2013 A.D., or at least one (1) year prior to the expiration of any such ten (10) year period of extended duration, this Declaration is terminated by recorded instrument, directing termination, signed and acknowledged by the Owners of at least three-fourths (3/4) of the Lots in the Property. However, those provisions of Article 8 providing for Assessments may not be terminated so long as the Kissing Camels Property Owners Association is performing the responsibilities and services as defined in said Article.

12.14 Amendment.

- (a) Until the first Lot subject to this Declaration has been conveyed by Declarant by recorded deed, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination.
- (b) From time to time, any one section of this Declaration may be amended or new sections may be added by an instrument signed and acknowledged by the Declarant and approved by the Owners of at least three-fourths (3/4) of the Lots, provided that any said amendments do not deprive an Owner of the use of his Lot and accomplishes the purposes as set forth in Article 2, and further provided that any amendment to this Declaration does not attempt to terminate the provisions of Article 8 of this Declaration providing for Assessments so long as the Kissing Camels Property Owners Association is performing the responsibilities and services of the Association as defined in said Article.
- (c) Amendments to this Declaration to make technical revisions which do not substantively change the rights and obligations of the parties may be made by Declarant without consent of the Owners.

12.15 Actions in Writing. Notices, approval, consents, extensions, applications and other actions provided for or contemplated by this Declaration shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent, application or other action. Permission, consent or approval of Declarant or the Architectural Control Committee or the Association under this Declaration shall not be effective unless in writing.

12.16 Compliance with Laws. Unless properly excepted from the terms thereof by the express language of this Declaration, the development, construction, use and occupancy of the Property shall be subject to all applicable local, state and federal laws, rules and regulations.

12.17 Costs and Attorneys' Fees. In any action or proceeding under the Association Documents, the party which seeks to enforce the Association Documents and prevail, shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fee and expert witness fees. In addition to the foregoing, the Association shall be entitled to recover reasonable attorneys fees and other legal and related costs and expenses incurred in connection with its efforts to collect assessments and otherwise enforce the powers of the Association, regardless of whether or not suit was initiated.

12.18 Mergers or Consolidation. The Association may merge with another incorporated association to the extent permitted by law. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Property together with the covenants and restrictions established upon any other property, as one plan.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the date and year set forth below.


DECLARANT:

HILL DEVELOPMENT CORPORATION, a Delaware corporation

By: 
Lyda Hill, President

Date: AUGUST 4, 1994

ATTEST:

By: 

Its: VICE PRES.

Date: AUGUST 4, 1994

STATE OF Colorado)
COUNTY OF El Paso) ss.

The foregoing instrument was acknowledged before me this 4th day of August, 1994, by Lyda Hill, as President, and by DAVID C. HASE, as VICE PRESIDENT, of HILL DEVELOPMENT CORPORATION, a Delaware corporation.

Witness my hand and official seal.

My commission expires: 10-2-97



Hertha I. Harrison
Notary Public

EXHIBIT A

THE PROPERTY

THE FAIRWAYS AT KISSING CAMELS ESTATES FILING NO. 2
(Legal Description)

That portion of the southwest 1/4 of Section 26, Township 13 South, Range 67 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Beginning at the southwest corner of Lot 1, Block 1, The Fairways at Kissing Camels Estates, Filing No. 1 as recorded in Plat Book Y-3 at Page 58 in the records of said El Paso County, all bearings in this description are based on the south line of said Lot 1, and Lot 2 being S66°23'16"E a distance of 197.32 feet between two found #5 rebar with plastic cap LS22577, thence N66°23'16"W on the westerly extension of said south line a distance of 59.31 feet; thence S71°53'33"W a distance of 34.12 feet; thence N01°21'39"W a distance of 155.47 feet to a point on a curve from which the radius bears S00°49'50"E; thence southwesterly on said curve to the left having a central angle of 24°45'10", a radius of 460.00 feet for a distance of 198.73 feet to a point of reverse curve; thence on a curve to the right having a central angle of 36°57'01", a radius of 432.15 feet for a distance of 278.70 feet; thence S14°41'00"W on a non-tangent line for a distance of 70.76 feet to a point of curve; thence on a curve to the left having a central angle of 8°41'00", a radius of 475.00 feet for a distance of 71.99 feet; thence S06°00'00"W a distance of 638.79 feet to a point of curve; thence on a curve to the left having a central angle of 39°41'52", a radius of 475.00 feet for a distance of 329.11 feet; thence N56°18'08"E non-tangent from said curve, a distance of 113.55 feet; thence N88°57'04"E a distance of 418.59 feet; thence N44°37'25"E a distance of 311.97 feet; thence S43°03'12"E a distance of 203.86 feet; thence S36°41'54"E a distance of 298.40 feet; thence S27°11'38"E a distance of 240.40 feet; thence S12°27'21"E a distance of 518.08 feet; thence S36°19'20"W a distance of 73.61 feet; thence S88°57'48"W a distance of 181.08 feet; thence N73°49'55"W a distance of 478.13 feet; thence N60°14'33"W a distance of 278.86 feet; thence N48°18'38"W a distance of 257.95 feet; thence N56°02'10"W a distance 260.29 feet; thence N32°42'47"W a distance of 447.06 feet; thence; N76°05'09"E a distance of 197.18 feet; to a point on a curve from which the radius bears N74°59'22"E; thence northerly on said curve to the right having a central angle of 21°00'38", a radius of 525.00 feet for a distance of 192.52 feet; thence N06°00'00"E a distance of 638.79 feet to a point of curve; thence on a curve to the right having a central angle of 08°41'00", a radius of 525.00 feet for a distance of 79.57 feet; thence N14°41'00"E a distance of 130.88 feet to a point on a curve from which the radius bears N18°32'07"E; thence easterly on said curve to the left having a central angle of 44°07'07", a radius of 372.15 feet for a distance of 286.56 feet; to a point of reverse curve; thence on a curve to the right having a central angle of 41°37'43", a radius of 520.00 feet, for a distance of 377.81 feet to the west line of said Fairways at Kissing Camels Estates Filing No. 1; thence S16°02'43"W on said west line a distance of 216.81 feet to the Point of Beginning, containing 24.96 acres of land more or less. Said parcel is a portion of Kissing Camels Subdivision No. 7 as recorded in plat book S-2 at page 37 in the records of said El Paso County.

EXHIBIT 5.16

LOT 1, BLOCK 1 - REAR LOT LINE SETBACK

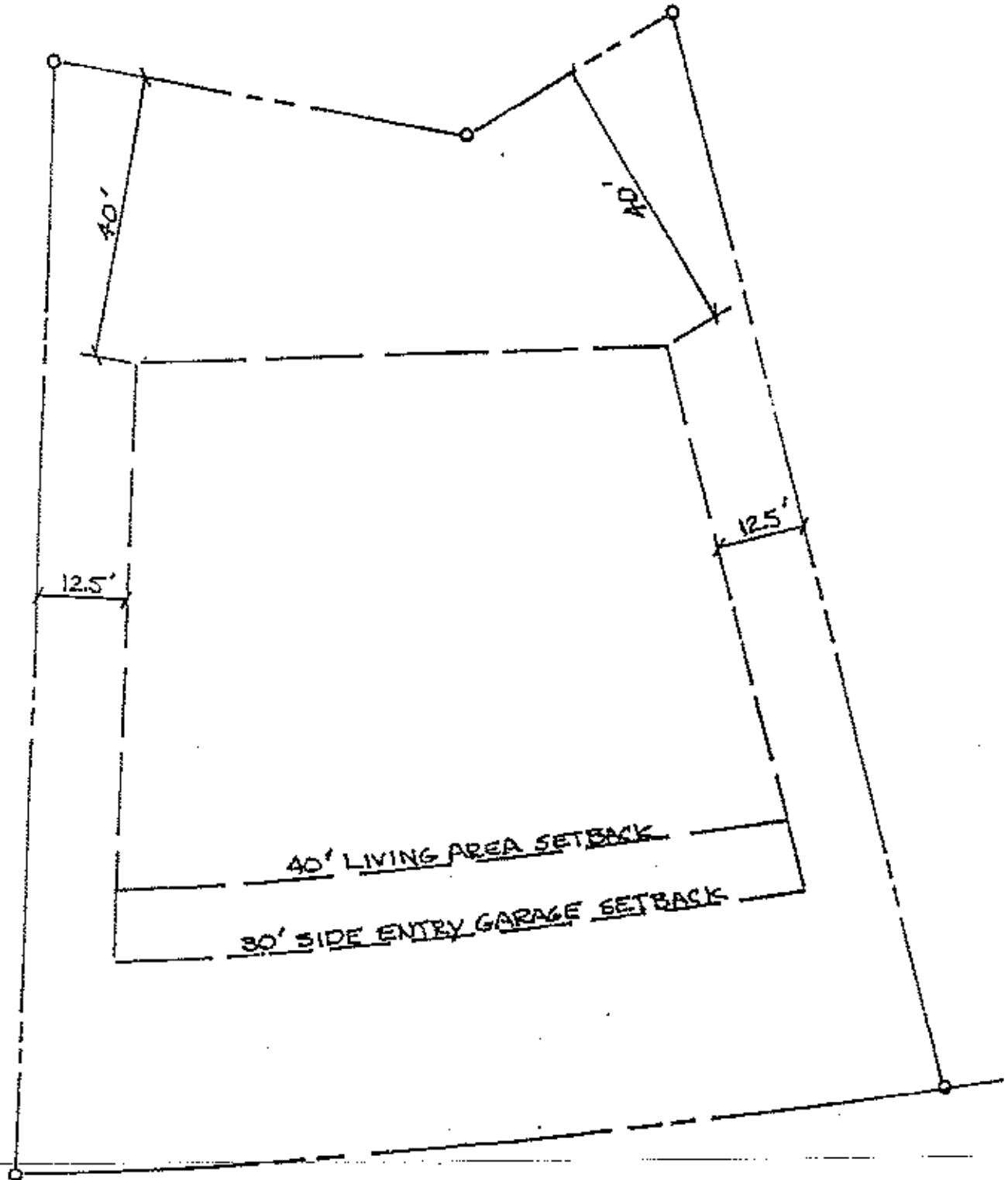


EXHIBIT 5.20

FOUNDATION ELEVATION

The maximum top of Foundation Elevation for the main floor of the Dwelling Unit on each Lot shall be as listed below. The reference datum for setting these elevations is based on the local United States Coastal and Geodetic Survey Bench Mark. Any variance from these elevations may be granted by the Architectural Control Committee after the Owner has submitted complete Lot grading, building and landscape plans for review and approval.

BLOCK	LOT	ELEVATION
1	1	
2	1	6558
2	2	6549
2	3	6546
2	4	6545
2	5	6542
2	6	6533
2	7	6530
2	8	6530
2	9	6528
2	10	6525
2	11	6523
2	12	6521
2	13	6518
2	14	6516
2	15	6516
2	16	6515
2	17	6516
2	18	6518
2	19	6522
2	20	6525
2	21	6528
2	22	6533
2	23	6536
2	24	6540
2	25	6543
2	26	6547
2	27	6551
3	1	6553
3	2	6541
3	3	6539
3	4	6533
3	5	6530
3	6	6527
3	7	6522
3	8	6525
3	9	6532
3		6538