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PROP #24

ARDIS W. SCHMITT  
El Paso County Clerk & Recorder

BOOK 3780 PAGE 811

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by COUNTRY CLUB VILLAGE, a joint venture, hereinafter referred to as Declarant.

W I T N E S S E T H :

WHEREAS, Gates Land Company (hereinafter called "Gates") owns the real property described as the Property, and

WHEREAS, Declarant has an option to purchase the Property from Gates and desires to submit the Property to the provisions of this Declaration; and

WHEREAS, Gates is willing to join in the submission of the Property to the provisions of this Declaration,

NOW THEREFORE, the Declarant hereby declares that all of the Property, as hereinafter described, shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated, encumbered, liened, and conveyed subject to the following easements, restrictions, covenants, provisions, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and all of which shall run with the land and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

COUNTRY CLUB VILLAGE PHASE I

A tract of land located in the Southeast Quarter (SE-1/4) of Section 6, Township 15 South, Range 66 West of the 6th P.M., El Paso County, Colorado and more particularly described as follows:

Commencing at the most southerly corner of Country Broadmoor Filing No. 3, also being the intersection of the Easterly line of Wycliffe Drive and the Northerly line of Broadmoor Bluffs Drive, as recorded in Book 0-3 at Page 48 of said county records; thence northeasterly along the arc of a 960.00 foot radius curve, also being the Easterly boundary of said Country Broadmoor Filing No. 3 and the Easterly line of Wycliffe Drive, through a central angle of 06°54'14" (which the long chord bears N32°27'07"E a long chord distance of 115.61 feet), an arc distance of 115.68 feet; thence N29°00'E continuing along said Easterly boundary a distance of 230.00 feet; thence northeasterly along the arc of a 800.00 foot radius curve, also being said Easterly boundary, through a central angle of 25°20' (which the long chord bears N41°40'E a long chord distance of 350.85 feet), an arc distance of 353.72 feet to a point of compound curvature; thence northeasterly along the arc of said compound curve, whose radius is 510.00 feet, also being said Easterly boundary, through a central angle of 21°18' (which the long chord bears N43°41'E a long chord distance of 188.50 feet), an arc distance of 189.60 feet; thence N33°02'E continuing along said boundary a distance of 18.00 feet to the point of beginning of a tract of land herein described; thence continuing along the last described course a distance of 357.39 feet; thence northeasterly along the arc of a 130.00 foot radius curve, also being said Easterly boundary of Country Broadmoor Filing No. 3 and easterly line of Wycliffe Drive, through a central angle of 37°13' (which the long chord bears N14°25'30"E a long chord distance of 82.97 feet), an arc distance of 84.44 feet; thence N85°49'E, a distance of 300.59 feet to a point on the westerly line of Colorado State Highway No. 115; thence southeasterly along the arc of a 2745.00 foot radius curve also being said westerly line, through a central angle of 08°00'09" (which the long chord bears S12°30'20"E a long chord distance of 383.08 feet), an arc distance of 383.39 feet; thence S81°21'25"W, a distance of 208.44 feet; thence S10°58"E, a distance of 42.00 feet; thence southwesterly along the arc of a

88.15 foot curve, through a central angle of 52°00' (which the long chord bears S15°02'W a long chord distance of 77.28 feet), an arc distance of 80.00 feet; thence S41°02'W, a distance of 120.00 feet; thence N56°58'W, a distance of 316.00 feet; thence N27°58'W, a distance of 24.00 feet; thence N56°58'W, a distance of 30.00 feet to the point of beginning, containing 5.0091 acres, more or less.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner hereof.

#### ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to COUNTRY CLUB VILLAGE TOWNHOME OWNERS ASSOCIATION.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. Notwithstanding anything to the contrary contained herein, the Common Area shall consist of all property subject to this Declaration other than the individual residential lots. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract A, Country Club Village Filing #1  
El Paso County, Colorado

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to COUNTRY CLUB VILLAGE, a joint venture, and any of its successors and assigns if such successors or assigns acquire more than one undeveloped lot for the purpose of development and if the rights of Declarant hereunder have been specifically transferred to such party by a properly recorded instrument referring to this Declaration which has been signed by both Declarant and Gates.

Section 7. "Gates" shall mean Gates Land Company, a Colorado corporation, its successors and assigns.

Section 8. "Townhome" shall mean the residential dwelling improvement constructed and located upon a lot and shall include any Townhome located upon any real property which is hereafter annexed to the project.

Section 9. "Option" shall mean and refer to the Option Agreement dated 10/2/82, between Declarant and Gates, as now existing or as hereafter modified.

Section 10. "Expansion Property" shall mean and refer to that certain real property, which is described on Exhibit "B" attached hereto and incorporated herein by this reference, and which may be annexed to the project pursuant to Article XIII, Section 7 hereof, together with all appurtenances thereto and all improvements now or hereafter thereon.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

B. the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

C. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The following shall be members of the Association: (a) Every owner of a lot which is subject to assessment hereunder. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Ownership of such Lot shall be the sole qualification for membership. (b) The Declarant. For purposes of membership and voting, Declarant shall be deemed the owner of all Lots owned by Gates so long as the Option has not been terminated.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; provided, however, if additional properties are

annexed, the Declarant's Class B membership shall revive upon each such annexation and continue until the total votes outstanding in the Class A membership for the entire project, including the annexed properties, equal the total votes outstanding in the Class B membership for the entire project, including the annexed properties; or

2. No more than seven (7) years after the date Declarant conveys the first lot to an Owner.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title until expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas. The assessment includes hazard insurance provided hereunder.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Nine Hundred Sixty and No Hundredths Dollars (\$960.00) dollars per lot.

(17)  
A. Effective with commencement of the second and each subsequent annual assessment period, the maximum annual assessment against each Lot shall be increased effective each annual assessment year in conformance with the rise, if any, of the Consumer Price Index published by the U. S. Department of Labor, Washington, D. C., for All Items and Major Group Figures for All Urban Consumers (1967 = 100) for the one-year period ending with the preceding month of November; this annual increase in the maximum annual assessment shall occur automatically upon the commencement of each annual assessment year without the necessity of any action being taken with respect thereto by the Association. In the event the aforesaid Consumer Price Index is not published, for whatever reason, then the increase in the maximum annual assessment, as provided herein, shall be calculated by using a substantially comparable index designated by the Board of Directors of the Association.

B. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above the Consumer Price Index formula, as described in 3(A) above by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the

Association may levy, in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that Lots owned by Gates shall be assessed to the Declarant at 33 1/3% of annual assessment until any Lot is developed and a satisfactory final inspection is completed by the Regional Building Department, at which time Declarant shall pay the normal assessment for all such Lots owned by Gates.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a written certificate signed by an officer or officers of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessment. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be assessed a monthly late payment penalty of \$5.00 for each month the assessment is unpaid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Working Capital. The Association may require the first Owner of any Lot who purchases that Lot from Declarant to pay the Association an amount equal to two times the amount of the estimated monthly assessment, which sum shall be held by the Association as and for working capital. Such sum shall not be refundable to such owner but, if the Association decides that such sums are not required for working capital; shall be placed in the general revenues. Furthermore, such sum shall not relieve an Owner from making the regular payment of assessments as the same become due.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a first mortgage of record (including deed of trust) and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not. Sale or transfer of any lot shall not affect the lien for said assessment charges except that sale or transfer of any lot pursuant to foreclosure of any such mortgage or any such executory land sales contract, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of any such executory land sales contract. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture of any such executory land sales contract shall relieve any lot from liability for any assessment charges thereafter becoming due, nor from the lien thereof.

Section 11. Homestead. The lien of the Association assessments shall be superior to any homestead exemption as in now or may hereafter be provided by Colorado or Federal law. The acceptance of a deed to any lot, subject to this Declaration, shall constitute a waiver of the homestead exemption as against said assessment lien.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- A. All properties dedicated to and accepted by local public authority; and,
- B. The Common Area.

ARTICLE V  
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribute Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and shall be binding upon the parties.

ARTICLE VI  
ARCHITECTURAL CONTROL

Section 1. Duties. The Board of Directors may appoint three (3) persons who need not be members of the Association to serve as the Architectural Control Committee, to serve at the pleasure of the Board. It shall be the duty of the Architectural Control Committee and it shall have the power by the exercise of its best judgment to see that all structures, improvements, construction, decorating and landscaping on the Properties conform to and harmonize with the existing surroundings and structures. If the Board of Directors for any reason shall fail to appoint an Architectural Control Committee, then it shall be the duty of the Board of Directors, and it shall have the power, to act as the Architectural Control Committee.

Section 2. Review. No building, fence, wall, clothesline, aerial, antenna, basketball hoop, backboard, exterior lighting, exterior painting, or structures or improvements of any kind, and no alterations, re-staining or re-painting to the exterior of a Townhome shall be commenced, erected or maintained upon the Properties, and no landscaping performed, nor shall any exterior addition to, change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same, the general plan of landscaping and the grading plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The foregoing list of actions which require approval is illustrative only, it being the intention of this Declaration that any activity which would change the then existing exterior appearance of a lot, its improvements, or the Common Area, require approval by the Architectural Control Committee. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been received by the Committee, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Liability. The Architectural Control Committee shall not be liable in damages to any persons submitting requests for approval or to any lot owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove, with regard to such requests.

ARTICLE VII  
EXTERIOR MAINTENANCE

The Association will maintain the Common Area and all improvements and landscaping on it in a first-class condition and will promptly replace any dead or diseased vegetation with a healthy growing equivalent and will take such other actions as may be necessary so the Common Area will have a neat, well-kept appearance. In addition, the Association will provide exterior maintenance upon each lot subject to assessment hereunder as necessary to preserve and maintain a first-class residential living environment. This maintenance will include: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, fences, patios, exterior lighting, decks, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. An Owner shall not paint or re-stain the exterior of his townhome unit without the prior written approval of the Architectural Control Committee. The Association shall paint or re-stain the exterior of all townhome units as often as necessary

to keep such exterior from having a weatherbeaten or worn appearance, but at least once every five (5) years.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests, or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

For the purpose of performing the maintenance outlined in this Article, the Board of Directors of the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any lot or exterior of any structure situate thereon at reasonable hours on any day, and such entry shall not be deemed a trespass. The Association shall also have the right to enter any lot to perform emergency maintenance if necessary to prevent imminent harm to adjacent lots or the Common Area. In performing repairs or maintenance authorized under this Article, the Association shall not be liable for any loss, cost or damage caused by its action, except on account of its gross negligence or willful misconduct.

The requirements for maintenance contained in this Article VII may only be modified by an instrument signed by at least three-fourth (3/4) of the Owners and so long as Class B membership exists, by Declarant.

ARTICLE VIII  
USE RESTRICTIONS

Section 1. General Plan. It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use, and occupancy of the Property, all thereof in order to enhance the value, desirability, and attractiveness of the Property and serve and promote the sale thereof.

Section 2. Leases. Any lease agreements between an Owner and a lessee shall provide that the term of such lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms and provisions of such documents shall be a default under the lease. Further, all leases shall be in writing. No short-term leases (i.e. for terms less than month-to-month) shall be permitted and no time-sharing or such other forms of interval ownership will be permitted if such are determined by the Association to result in a pattern of short-term occupancies of a Townhome by several different non-related users.

Section 3. Single Family Use. Except for the Common Area, all lots shall be used for single-family dwelling units as defined by the applicable zoning laws, and no more than 15 dwelling units per acre may be located upon the real property included in the Property. No business or profession of any nature shall be conducted on any lot or in any structure constructed thereon.

Section 4. Animals. No horses, cattle, sheep, goats, pigs, rabbits, poultry, or other animals of any description shall be kept or maintained on any lot except that Owners may keep, subject to the rules of the Association, dogs, cats, fish, or other domestic animals which are bonafide household pets so long as such pets are not kept for commercial purposes and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of adjacent property, and are kept in compliance with all existing applicable local ordinances and any rules and regulations of the Association.

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Section 5. Structures. All buildings or structures erected upon the Property shall be of new construction and no buildings or structures shall be moved from other locations onto the Property, and no subsequent buildings or structures other than townhome buildings, being single-family townhomes joined together by a common exterior, roof, and foundation, shall be constructed. No temporary house, trailer, tent, garage, or outbuilding shall be placed or erected upon any lot, and no residence placed or erected upon any lot shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plans, nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions, and restrictions herein set forth; provided, however, that the foregoing shall not apply to the Declarant. The work of constructing, altering, or remodeling any structure on any part of any lot shall be prosecuted diligently from the commencement thereof until the completion thereof.

Section 6. Miscellaneous Structures. No advertising or signs of any character shall be erected, placed, permitted, or maintained on any lot other than a name plate of the occupant and a street number; except that the Declarant shall be permitted to use larger signs such as will not unreasonably interfere with Owners' use of the Common Area until all lots, including lots in any annexed property, are sold by the Declarant. All types of refrigerating, cooking, or heating apparatus shall be concealed, except as installed at the time this Declaration is recorded. No garbage or trash cans or receptacles shall be maintained in an exposed and unsightly manner.

Section 7. Lots to be Maintained. 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 any other building materials shall be permitted to remain exposed upon any lot so that same are visible from any neighboring lot or street, except as necessary during the period of construction by Declarant. No condition shall be permitted within any townhome, balcony, porch, patio, or deck which is calculated to be visible from other townhomes or the Common Area and which is inconsistent with the design integrity of the project; such conditions include, but are not limited to, window treatments, draperies, shades, and hangings, and articles on balconies, porches, patios, decks, or Common Area or visible through a window.

Section 8. Lots Not to be Subdivided. No lot or lots shall be subdivided, except for the purpose of combining portions with an adjoining lot, provided that no additional building site is created thereby. No less than one entire lot, as conveyed, shall be used as a building site.

Section 9. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done or placed on any lot which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others. No electronic or radio transmitter of any kind shall be operated upon the Property. No aerials or antennae shall be installed upon the exterior of any lot or for the transmission of electronic signals, except for garage door openers.

Section 10. No Hazardous Activities. No activities shall be conducted on the Property and on improvements constructed on the Property which are or might be unsafe or hazardous to any person or property or might cause the cancellation or diminution of insurance or an increase in insurance premiums. Without limiting the generality of the foregoing, no firearms shall be discharged upon any of the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace or except such campfire or picnic fires in an area designated for such by the Association.

Section 11. No Annoying light, Sounds, or Odors. No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any lot which is unreasonably loud or annoying; and no odor shall be emitted on any lot which is noxious or offensive to others. (K)

Section 12. Restrictions on Parking and Storage. No vehicle shall be parked overnight within the Property or on any public streets bordering Property except within the garage portion of a lot and except for private automobiles of short-term guests of residents. No lot or private streets, drives, or parking areas within the Common Area, unless specifically designated by the Association therefor, or any public street adjoining the project shall be used as a parking, storage, display, or accommodation area for any type of house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, or accessories thereto, motor-driven cycle, truck, self-contained motorized vehicle, or any type of van except as a temporary expedience for loading, delivery, or emergency. The same shall be stored, parked, or maintained wholly within a garage area of the lot or in an area designated by the Association, the making of such designation to be in the sole discretion of the Association. This restriction, however, shall not restrict trucks or other commercial vehicles within the Property which are necessary for the construction of residential dwellings or maintenance of the Common Area or making deliveries or performing services. (K)

Section 13. Clotheslines and Storage. Outside clotheslines or basketball hoops and backboards, whether on buildings or free-standing, carports and patio covers or similar structures shall not be allowed unless approved by the Architectural Control Committee, and all clotheslines shall be confined to the enclosed patio areas. All such approved structures shall be located out of view of the street or of any neighboring townhomes. Service or storage areas shall be so located as not to be visible from a street or road. Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of the neighboring townhomes. Ornamental post lights must be approved by the Architectural Control Committee.

Section 14. Garbage and Refuse Disposal. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, on the Common Area, or on any lots unless placed in a suitable container suitably located, solely for the purpose of garbage pickup. All trash and refuse containers, except when placed as noted above for the sole purpose of garbage pickup, will be kept inside garages. The burning of trash in outside incinerators, barbecue pits, or the like is prohibited, it being intended that all refuse, trash, garbage, and the like shall be hauled from the Property. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. (K)

Section 15. Repair. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers, boats, or vans may be performed on any lot unless it is done within completely enclosed structures located on the lot which screen the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, or motor-driven cycle together with those activities normally incident and necessary to such washing and polishing. (K)

Section 16. Tanks. No tanks of any kind, either elevated or buried, shall be erected, placed, or permitted upon any lot.

Section 17. Underground Electric Lines. All electric, television, radio, and telephone line installations and connections shall be placed underground, except for power

substations and switching stations which shall be adequately screened from view and except for customary surface devices for access or control and except that during the construction of a residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction and which shall be subject to Declarant's prior written approval.

Section 18. Access to Public Utility Meters. No garage door or other obstruction to the entry of any garage space shall be so constructed, installed, attached, placed, or maintained as to prevent, hinder, or limit access to public utility meters by any public utility company employee for the purpose of reading such public utility meters.

Section 19. Garage Doors. Garage doors are to be kept closed at all times except when not in immediate use for ingress or egress of motor vehicles, equipment, and the like and subject further to Section 18 above.

Section 20. Sales and Construction Facilities and Activities of Declarant. Notwithstanding any provision to the contrary contained herein, Declarant, its agents, employees, and contractors shall be permitted to maintain during the period of any construction on and sale of the lots, upon such portion of the Property as Developer may choose, such facilities as in the sole opinion of the Developer may be reasonably required, convenient, or incidental to the construction, sale, or rental of Lots, including without limitation, a business office, storage area, construction yards, signs, model Townhomes, sales office, construction office, parking areas, and lighting and temporary parking facilities for all prospective tenants or purchasers of Lots. In addition, Declarant, its agents, employees, and contractors shall have the right to ingress and egress over the Common Area as in Declarant's discretion may be necessary to complete the project.

Section 21. Interior Repairs. All fixtures and equipment installed within a townhome, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a townhome, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other townhomes or their owners.

Section 22. Non-Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against Owner or Owners in favor of the other Owners.

Section 23. Drapes. All drapes shall have a white exterior facing the outside of the unit (that side visible to the public).

#### ARTICLE IX EASEMENTS

Section 1. Ingress and Egress. There is hereby created a blanket easement upon, across, over and under all of the said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for providing the electrical and/or telephone company to install and maintain necessary underground equipment on said property and to affix and maintain electrical and/or telephone wire, circuits and conduits on the townhomes. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers,

agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any townhome to perform the duties of maintenance and repair of the townhomes or Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors and all such lines shall be installed underground. Should any utility furnishing a service covered by the general easement herein provided, request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

Portions of the private roads and utility lines on the Common Area are designed to also serve anticipated development of portions of the Expansion Property; consequently, the easements created by this Article IX, Section 1 shall also be for the benefit of such property. If the Expansion Property is developed without becoming annexed into the Association, the portions of the Expansion Property utilizing such easements shall pay to the Association an amount sufficient to equitably cover their share of the maintenance costs of the easements so utilized. The portions of the Expansion Property so benefited and the amount of payment required shall be reasonably determined by Declarant and recorded at the time the portion of the Expansion Property involved is platted. The portion of the Expansion Property so designated shall thereafter be subject to assessments for the amounts so specified as if it were subject to assessments under this Declaration.

Section 2. Private Areas. A Lot owner will have an exclusive easement to any of the Common Area enclosed within the patio fence for that Townhome as established by Declarant, and will have the exclusive obligation to maintain the interior portions of this patio area.

#### ARTICLE X INSURANCE

Section 1. Insurance to be Maintained by Owners. Insurance coverage on the furnishings and other items of personal property belonging to an Owner, and public liability insurance coverage within each Townhome and Lot shall be the responsibility of the Owner thereof.

Section 2. Insurance to be Maintained by the Association.

A. Hazard Insurance. The Association shall maintain hazard insurance covering all townhouses and improvements on the Property (but excluding personal property of the Owner and Owner's invitees) against loss or damage by fire, with extended coverage, including insurance against loss or damage by vandalism or malicious mischief in approximately the amount of the replacement value thereof, as estimated by the Association pursuant to Section 3, Reappraisal. Each Owner may increase the amount of coverage for his townhouse, the cost of the increased coverage to be assessed to that Owner. The insurance policy shall conform to the following:

1. A policy of property insurance in an amount equal to the full replacement value (i.e. 100% of current "replacement cost" exclusive of land, excavation and other items normally excluded from coverage) of the improvements located on the Lots and Common Areas with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operating of Building Laws

Endorsement" or the equivalent, such insurance to afford protection against at least the following:

- a. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and,
- b. Such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

B. Comprehensive Liability Insurance. A comprehensive policy of public liability insurance covering all of the Common Areas insuring the Association in an amount not less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for property of others, and, if applicable, garagekeeper's liability, host liquor liability and such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

Section 3. Reappraisal. The Association shall, at least every year, obtain an appraisal on the improvements for insurance purposes which shall be maintained as a permanent record, showing that the insurance in any year represents one hundred percent (100%) of the full replacement value of the insurable Common Area and improvements.

#### ARTICLE XI DAMAGE OR DESTRUCTION

Section 1. Attorney-in-Fact. This Declaration does hereby make mandatory the irrevocable appointment of the Association as attorney-in-fact to deal with the Property in the event of their destruction, damage, or condemnation, including the repair, replacement, and improvement of any buildings, fixtures, improvements, and service equipment located on the Property (but excluding any furniture, furnishings, or other personal property installed by the Owners). Title to any Lot is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Country Club Village Townhome Owners Association as their true and lawful attorney in their name, place, and stead, for the purpose of dealing with the Property upon their damage, destruction, restoration, or condemnation as is hereinafter provided. As attorney-in-fact, the Association, by its President and Secretary or Assistant Secretary or its other duly authorized officers and agents, shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers available to the Association for the purpose of repair, restoration, reconstruction or replacement unless two-thirds (2/3) of all the Owners and two-thirds (2/3) of all First Mortgagees agree not to rebuild in accordance with the provisions hereinafter set forth.

Section 2. Destruction of Improvements on Lot. In the event of the damage or destruction to a Townhome due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Townhome, shall be so applied. "Repair and reconstruction" of the Townhomes, as used herein, means restoring the improvements to substantially the same condition in which they existed prior to the damage, with each Townhome having the same boundaries as before.

Section 3. Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to repair and reconstruct any damaged Townhome, such damage or destruction shall be promptly repaired and reconstructed by the Association, using the insurance proceeds and the proceeds of an assessment against the owners of the damaged Townhomes. Any such assessments shall be equal to the amount by which the cost of reconstruction or repair of the Townhome exceeds the sum of the insurance proceeds allocable to such Townhome. Such assessment shall be due and payable as provided by resolution of the Board of Directors, but not sooner than thirty (30) days after written notice thereof. The assessment provided for herein shall be a debt of each Owner and a lien on his Lot and the improvements thereon and may be enforced and collected by foreclosure proceedings in the Courts. Notwithstanding the above, all Owners and all first mortgagees holding a security interest in any or all of the destroyed or damaged Townhomes may agree that the destroyed or damaged Townhome shall forthwith be demolished and all debris and rubble caused by such demolition be removed and the Lot(s) regraded and landscaped to the satisfaction of the Architectural Control Committee of the Association. The cost of such reconstruction or demolition work shall be paid for by any and all insurance proceeds available. Any excess insurance proceeds shall then be disbursed to such Owner and their first mortgagees jointly in accordance with their respective interests.

Section 4. Damage to Common Area. In the event of damage or destruction to all or a portion of the improvements due to fire or other disaster, the insurance proceeds if sufficient to reconstruct or repair the damaged elements, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such Common Area damage or destruction are insufficient to repair and reconstruct the damaged or destroyed Common Areas, the Association shall present to the members a notice of a special assessment for approval by the membership in accordance with Article IV, Section 4. If such assessment is approved, the Association shall make such assessment and proceed to make repairs or reconstruction. If such assessment is not approved, the insurance proceeds may be applied in accordance with the wishes of the membership as expressed by majority vote, except that the proceeds shall not be distributed to the members, unless made jointly payable to said member and the first mortgagee of his Lot, if any. The assessment as to each Owner and Lot shall be equal to the assessment against every other Owner and Lot. Such assessment shall be due and payable as provided by resolution of the Board of Directors, but not sooner than thirty (30) days after written notice thereof. The assessment provided for herein shall be a debt of each Owner and a lien of his Lot and the improvements thereon and may be enforced and collected by foreclosure proceedings in the Courts.

#### ARTICLE XII TRANSFER OF CERTAIN RIGHTS TO GATES

Section 1. Declarant. If Declarant fails to exercise its rights under the Option, is in default of its obligations under the Option, or the Option is terminated, Gates may record in El Paso County, Colorado, a notice of such fact referring to this Declaration and shall thereupon automatically become a member of the Association with the Class B voting rights set forth in Article III hereof for each Lot then owned by Gates. In addition, Gates shall also have the right, by so indicating in such notice, to automatically accede to all rights and privileges of Declarant under this Declaration, in which case any reference herein to Declarant shall thereafter refer to Gates.

#### ARTICLE XIII GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding

at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions of the plan relating to the use of land and the location of common open space shall run in favor of the county or municipality and shall be enforceable at law or in equity by the county or municipality without limitation on any power or regulation otherwise granted by law.

Section 2. Management Delegation of Duties.

A. The Association may enter into a contract with any person or entity, including the Declarant, and any other person or entity who might have a conflict of interest between such management contract and their other interest in County Club Village Townhome Owners Association for the purpose of managing the Properties or performing any of the Association's obligations, including providing any services, labor, materials, or supplies necessary for the maintenance, repair, replacement, alteration or operation of the Properties. Any management agreement entered into by the Association shall be in writing, shall be terminable with cause by the Association upon thirty (30) days written notice thereof, and shall not have a term in excess of one (1) year, which may be renewable by agreement of the parties for successive one (1) year periods. The Association may also obtain and pay for the legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. Compensation for such management and services shall be paid as a common expense of the Association out of the Annual Assessments and not in lieu thereof, or in addition thereto.

B. Each and every management agreement made between the Association and a manager, or managing agent during the period when the Declarant or other developer controls the Association may be terminated no later than thirty (30) days after the termination of control by the Declarant or other developer of the Association. In the event the contract is not so terminated, it shall become binding upon the Association for the duration of its term. The provisions of this paragraph (B) shall be contained, verbatim, in each and every of such management contracts.

Section 3. Promulgation of Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the common areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 4. Enforcement of Rules and Regulations. The Association shall have the power and authority and duty to enforce each and every one of its rules and regulations, including the duty and power to commence and maintain an action to enjoin any breach or threatened breach of any of said rules and regulations and to pay all costs of any such action or other enforcement procedure, including a reasonable attorney's fee. In connection therewith, the Association may suspend any owner's voting rights in the Association for a period not to exceed sixty (60) days, during any period during which such owner fails to comply with the duly adopted rules, regulations or other obligations, or to obtain damages for non-compliance, all to the extent permitted by law.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 6. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than ninety percent (90%) of the Lot Owners during the initial twenty (20) years, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, except that any amendment which would permit a material change in the maximum densities, uses, or exterior appearance of the Properties must be signed by not less than eighty-five percent (85%) of all Lot Owners. Any amendment must be recorded.

Section 7. Annexation.

A. Additional residential property in Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

B. Additional land within the area indicated on Exhibit B, attached hereto and incorporated herein, may be annexed by the Declarant without the consent of members within seven (7) years after the date Declarant conveys the first lot to an Owner provided that the FHA/VA determines that the annexation is in accord with the general plan heretofore approved by them.

Section 8. Effect of Annexation.

A. In the event of such annexation, the definitions used in this Declaration shall automatically be expanded to encompass and refer to the project as so expanded; e.g., "Property" shall mean the real property described herein plus any additional real property added by any supplement to this Declaration. References to this Declaration shall mean this Declaration as so supplemented. Every Owner of a Lot in the area added shall, by virtue of such ownership, be a member of the Association and shall be entitled to the same rights and privileges and subject to the same duties and obligations as any other Association member. The recording with the Clerk and Recorder of the county in which the project is located, of a supplement to this Declaration incident to any expansion shall operate automatically to grant, transfer, and convey to the then Owners of the lots, as it existed before such expansion, the respective undivided interests appurtenant thereto in the new Common Area, if any, added to the project as a result of such expansion. Such recording shall also operate to vest in any then Mortgagee of any Lot in the project, as it existed before such expansion, a security interest in the appurtenant additional undivided interests so acquired by the Owner of a Lot.

B. Upon recording of the supplement(s) to Declaration and any supplement plat with the Clerk and Recorder of the county in which the project is located, the additional Lots and Common Area shall be subject to the provisions of this Declaration, as supplemented.

C. At such time, within seven (7) years of the date hereof, that the Declarant determines that the Project is completed, he shall record with the Clerk and Recorder of the county in which the Project is located, a Certificate of Completion. Said Certificate shall contain a statement of the total number of Lots.

D. Until the expansion of the project is accomplished by recording the supplement(s) to this Declaration and supplemental plat(s), the Expansion Property and any improvements constructed thereon shall not be subject to this Declaration in any way whatsoever, including but not limited to, consideration for the



purpose of apportioning assessments or determining voting rights or privileges. If such expansion does not occur, nothing contained in this Declaration or otherwise shall restrict, impair, hinder, encumber or burden, in any way whatsoever, Declarant's, or its successors or assigns, or Gates' sole and complete right, title, and interest to the Expansion Property and any improvements constructed thereon.

Section 9. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 10. Actions Requiring Mortgage Approval and Notices.

A. Notices to Homeowners Association. An owner who mortgages his lot shall notify the Association of the name and address of his mortgagee.

B. Notice to Mortgagees. The Association, when giving notice to any Lot Owner of default in payment of an assessment for common expenses, or of any other failure by the Owner to comply with the provisions of this Declaration, the Articles of Incorporation and By-laws of the Association, or any condition or regulation adopted by the Association, shall simultaneously give a copy of such notice to the first Mortgagee of such Lot. In any event, the Association shall give first Mortgagees prompt notice of any default in Owner's obligations under this Declaration, the Articles of Incorporation and By-laws or Association regulations not cured within thirty (30) days of default.

C. Owner's and Mortgagees' Approval. Unless at least three-fourths (3/4) of the first Mortgagees (based upon one vote for each first Mortgagee owned) and Owners (other than Declarant) of the individual lots have given their prior written approval, the Association shall not be entitled to:

1. Make any amendment to the By-laws of the Association.
2. Make any amendment to the Declaration of Covenants, Conditions and Restrictions.

D. Condemnation. In the event that any lot or the common area is made the subject matter of a condemnation or eminent domain proceeding, or otherwise sought to be acquired or taken by any public authority, the Association shall give written notice to the first mortgagee within ten (10) days of receipt of notice to the Association of such fact.

COUNTRY CLUB VILLAGE, a Colorado  
Joint venture

BY: Langford-Delay & Associates,  
Inc.

By *Rosa Langford*

BY: Highland Properties, Inc.

By *J. Thomas Schmidt*

BY: R & S Residential  
Construction Co., Inc.

By *James H. C. [unclear]*

STATE OF COLORADO )  
 ) ss.  
County of El Paso)

The foregoing instrument was acknowledged before me this  
13th day of September, 1983, by Rosa Langford  
as President of Langford-Delay & Associates,  
Inc., Joint venturer of Country Club Village, a Colorado joint  
venture.

Witness my hand and official seal.

My commission expires 9/28/87



*Cynthia A. Dye*  
Notary Public  
Address of Notary:  
2993 Broadman Valley Rd  
Colo Spgs CO 80906

STATE OF COLORADO )  
 ) ss.  
County of El Paso)

The foregoing instrument was acknowledged before me this  
13th day of September, 1983, by J. Thomas Schmidt  
as Vice President of Highland Properties, Inc., joint  
venturer of Country Club Village, a Colorado joint venture.

Witness my hand and official seal.

My commission expires 9/28/87



*Cynthia A. Dye*  
Notary Public  
Address of Notary:  
2993 Broadman Valley Rd  
Colo Spgs Co 80906

Gates is executing this Declaration as owner of the  
Properties for the limited purpose of acknowledging its consent  
to the provisions contained herein.



Legal Description

A tract of land located in the SE $\frac{1}{4}$  of Section 6, T15S, R66W of the 6th P.M. described as follows:

Commencing at the Center of said Section 6 from which the S $\frac{1}{4}$  Corner of said Section 6 bears S0°05'34"E, 2655.48 feet, thence N82°36'42"E, 1573.17 feet to the most Northerly Corner of Country Broadmoor Filing No. 2, a Subdivision in the City of Colorado Spring County of El Paso, State of Colorado according to the recorded plat thereof; thence S37°40'00"E, 173.10 feet along the Northeasterly line of said Country Broadmoor Filing No. 2 to a point of curve to the left; thence Southeasterly, 152.47 feet along the arc of said curve and along the Northeasterly line of said Country Broadmoor Filing No. 2 to a point tangent, said arc having a radius of 2340.00 feet, a central angle of 3°44'00", and being subtended by a chord that bears S39°32'00"E, 152.45 feet; thence S41°24'00"E, 445.28 feet along the Northeasterly line of said Country Broadmoor Filing No. 2 and along the Easterly line of Country Broadmoor Filing No. 3, a Subdivision in the City of Colorado Springs, County of El Paso, State of Colorado, according to the recorded plat thereof, to a point of curve to the right; thence Southerly, 84.44 feet along the arc of said curve and along the Easterly line of said Country Broadmoor Filing No. 3 to a point of curve to the right and the TRUE POINT OF BEGINNING, said arc having a radius of 130.00 feet, a central angle of 37°13'00", and being subtended by a chord that bears S22°47'30"E, 82.97 feet;

The following courses and distances are along the Easterly line of said Country Broadmoor Filing No. 3:

Thence Southerly, 84.44 feet along the arc of said curve to a point tangent, said arc having a radius of 130.00 feet, a central angle of 37°13'00", and being subtended by a chord that bears S14°25'30"W, 82.97 feet;

Thence S33°02'00"W, 375.39 feet to a point of curve to the right;

Thence Southwesterly, 189.60 feet along the arc of said curve to a point of reverse curve, said arc having a radius of 510.00 feet, a central angle of 21°18'00", and being subtended by a chord that bears S43°41'00"W, 183.51 feet;

Thence continuing Southwesterly, 353.72 feet along the arc of said reverse curve to a point tangent, said arc having a radius of 800.00 feet, a central angle of 25°20'00", and being subtended by a chord that bears S41°40'00"W, 350.85 feet;

Thence S29°00'00"W, 230.00 feet to a point of curve to the right;

Thence Southwesterly, 115.68 feet along the arc of said curve to the Northeasterly line of Broadmoor Bluffs Park Filing No. 2, a Subdivision in the City of Colorado Springs, County of El Paso, State of Colorado, according to the recorded plat thereof, said arc having a radius of 960.00 feet, a central angle of 6°54'14", and being subtended by a chord that bears S32°27'07"W, 115.61 feet;

Thence, leaving the Easterly line of said Country Broadmoor Filing No. 3, Southerly, 513.01 feet along the arc of a curve concave to the West and along the Easterly line of said Broadmoor Bluffs Park Filing No. 2, said arc having a radius of 440.00 feet, a central angle of 66°48'09", and being subtended by a chord that bears S20°46'06"E, 484.44 feet;

Thence S56°47'00"E, 110.01 feet;

Thence N86°50'40"E, 61.49 feet;

Thence N51°12'30"E, 447.93 feet;

Thence S72°35'30"E, 116.12 feet;

Thence N62°27'20"E, 167.31 feet;

Thence N47°59'30"E, 191.09 feet to the Westerly right-of-way line of Colorado State Highway No. 115;

The following courses and distances are along the Westerly right-of-way line of said Colorado State Highway No. 115;

Thence N09°34'15"W, 153.75 feet;

Thence N09°34'15"E, 55.56 feet;

Thence N09°34'42"E, 554.60 feet;

Thence Northerly, 429.40 feet along the arc of a curve concave to the West to a point from which the true point of beginning bears S85°49'00"W, said arc having a radius of 2745.00 feet, a central angle of 8°57'46", and being subtended by a chord that bears N12°01'31"W, 428.97 feet;

Thence, leaving the Westerly right-of-way line of said Colorado State Highway No. 115, S85°49'00"W, 300.59 feet to the TRUE POINT OF BEGINNING.

Less Country Club Village Filing No. 1.

All locate in El Paso County, Colorado.

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1983 MAY -3 PM 3:23

ARLIS W. SCHMITT  
El Paso County Clerk & Recorder

CCOR 3715 PAGE 929

PROTECTIVE COVENANTS

1800

I. Introduction

Gates Land Company ("Gates") hereby places the following restrictive covenants upon the real property located in El Paso County, Colorado described on Exhibit A attached hereto (the "Property"). The Property is an integral part of Gates' Cheyenne Mountain Ranch development and it is essential that the Property be developed in a manner consistent with the Cheyenne Mountain Ranch.

II. Applicability

These Covenants apply to the Property and to any individual or entity having any interest in the Property after these Covenants are filed of record in El Paso County, Colorado.

III. Use of Property

The Property shall be used only for residential dwelling uses. No more than 371 residential dwelling units may be located on the Property. As used herein, the term "dwelling" shall have the meaning given to it in applicable zoning ordinances.

IV. Underground Utilities

All telephone and power lines and lines for electronic signals installed upon the Property after the date of these Covenants shall be underground, except for power substations and switching stations which shall be adequately screened from view, and except for customary surface devices for access or control. Temporary above-ground utilities may be installed, but only upon Gates' prior written approval. Notwithstanding the foregoing, the existing overhead electric power lines owned by the City of Colorado Springs, running east to west across the Property and contained within the easement recorded in Book 2612 at Page 917, records of El Paso County, Colorado, may remain above ground and need not be placed underground.

#### V. Architactural Control

Before making use of them for any purpose (including submission to governmental authorities and recording), all final site improvement plans, development plans, preliminary and final plats or replats, road and utility engineering plans, landscaping plans and building plans (including elevations and indicating all exterior materials and colors) involving all or any part of the Property shall be submitted to Gates for its written approval. Gates shall be deemed to have given approval if it does not notify the party submitting such documents within 30 days after submission to Gates. Gates will not unreasonably withhold its approval it, in its opinion, such documents contemplate development consistent with Gates' Cheyenne Mountain Ranch project. Any material change from any document required to be submitted by these Covenants which affects exterior appearance shall also be submitted to Gates for its approval in the manner required for the original submission prior to its use for any purpose.

#### VI. Remedies

As a violation of these Covenants may not be adequately compensated for by remedies at law, Gates shall have the right to obtain from any court of competent jurisdiction an injunction against any owner or tenant of any of the Property, or any of their agents, contractors or assigns, enjoining any activity which is in violation of these Covenants. Gates shall not be required to post any bond as a condition to the granting of any such injunction, restraining order or preliminary injunction, nor shall Gates' right to such injunction be affected by any arbitration provisions in contracts executed by such owner, tenant or their agents. The rights and remedies of Gates set forth hereinabove shall be in addition to, and not in lieu of, any other rights and remedies Gates may have in the event of a violation of these Covenants; all such rights and remedies shall be cumulative, and the exercise of any one or more of such rights

and remedies shall not be deemed an election precluding the exercise of any of the others. All reasonable costs incurred in any dispute or litigation involving enforcement of these Covenants (including attorneys' fees) shall be awarded as additional damages to the prevailing party.

VII. Amendment

These Covenants may be amended or terminated at any time with respect to all or any portion of the Property by an instrument referring to them executed by Gates and the then owners of at least 50% of the Property affected by the amendment. Any such amendment shall relate back to the date these initial Covenants were filed of record in El Paso County, Colorado, and shall not affect the priority of these Covenants, as amended. Any amendment may also modify the procedure for future amendments.

VIII. Land Benefited

These Covenants are for the benefit of, and touch and concern both the Property and all land owned by Gates in the Cheyenne Mountain Ranch development, and are Covenants running with the land.

IX. Term

These Covenants, and any amendments hereto, shall remain in effect for a period of 50 years from the date they are placed of record in El Paso County, Colorado.

X. Successors and Assigns

These Covenants shall be enforceable only by Gates, but Gates may assign its rights and authority hereunder by express written assignment, duly recorded. Any reference in these Covenants to Gates shall also mean any successors of Gates pursuant to such assignment.





Legal Description

A tract of land located in the SE $\frac{1}{4}$  of Section 6, T15S, R66W of the 6th P.M. described as follows:

Commencing at the Center of said Section 6 from which the SW Corner of said Section 6 bears S0°05'34"E, 2655.48 feet, thence N82°36'42"E, 1573.17 feet to the most Northerly Corner of Country Broadmoor Filing No. 2, a Subdivision in the City of Colorado Springs, County of El Paso, State of Colorado according to the recorded plat thereof; thence S37°40'00"E, 173.10 feet along the Northeasterly line of said Country Broadmoor Filing No. 2 to a point of curve to the left; thence Southeasterly, 152.47 feet along the arc of said curve and along the Northeasterly line of said Country Broadmoor Filing No. 2 to a point tangent, said arc having a radius of 2340.00 feet, a central angle of 3°44'00", and being subtended by a chord that bears S39°32'00"E, 152.45 feet; thence S41°24'00"E, 445.28 feet along the Northeasterly line of said Country Broadmoor Filing No. 2 and along the Easterly line of Country Broadmoor Filing No. 3, a Subdivision in the City of Colorado Springs, County of El Paso, State of Colorado, according to the recorded plat thereof, to a point of curve to the right; thence Southerly, 84.44 feet along the arc of said curve and along the Easterly line of said Country Broadmoor Filing No. 3 to a point of curve to the right and the TRUE POINT OF BEGINNING, said arc having a radius of 130.00 feet, a central angle of 37°13'00", and being subtended by a chord that bears S22°47'00"E, 82.97 feet;

The following courses and distances are along the Easterly line of said Country Broadmoor Filing No. 3:

Thence Southerly, 84.44 feet along the arc of said curve to a point tangent, said arc having a radius of 130.00 feet, a central angle of 37°13'00", and being subtended by a chord that bears S14°25'30"W, 82.97 feet;

Thence S33°02'00"W, 375.39 feet to a point of curve to the right;

Thence Southwesterly, 189.60 feet along the arc of said curve to a point of reverse curve, said arc having a radius of 510.00 feet, a central angle of 21°18'00", and being subtended by a chord that bears S43°41'00"W, 183.51 feet;

Thence continuing Southwesterly, 353.72 feet along the arc of said reverse curve to a point tangent, said arc having a radius of 300.00 feet, a central angle of 25°20'00", and being subtended by a chord that bears S41°40'00"W, 350.85 feet;

Thence S29°00'00"W, 230.00 feet to a point of curve to the right;

Thence Southwesterly, 115.68 feet along the arc of said curve to the Northeasterly line of Broadmoor Bluffs Park Filing No. 2, a Subdivision in the City of Colorado Springs, County of El Paso, State of Colorado, according to the recorded plat thereof, said arc having a radius of 960.00 feet, a central angle of 6°54'14", and being subtended by a chord that bears S32°27'07"W, 115.61 feet;

Thence, leaving the Easterly line of said Country Broadmoor Filing No. 3, Southerly, 513.01 feet along the arc of a curve concave to the West and along the Easterly line of said Broadmoor Bluffs Park Filing No. 2, said arc having a radius of 440.00 feet, a central angle of  $65^{\circ}48'09''$ , and being subtended by a chord that bears  $S20^{\circ}46'06''E$ , 484.44 feet;

Thence  $S56^{\circ}47'00''E$ , 110.01 feet;

Thence  $N86^{\circ}50'40''E$ , 61.49 feet;

Thence  $N51^{\circ}12'30''E$ , 447.93 feet;

Thence  $S72^{\circ}35'30''E$ , 116.12 feet;

Thence  $N62^{\circ}27'20''E$ , 167.31 feet;

Thence  $N47^{\circ}59'30''E$ , 191.09 feet to the Westerly right-of-way line of Colorado State Highway No. 115;

The following courses and distances are along the Westerly right-of-way line of said Colorado State Highway No. 115;

Thence  $N09^{\circ}34'15''W$ , 153.75 feet;

Thence  $N09^{\circ}34'15''E$ , 55.56 feet;

Thence  $N09^{\circ}34'42''E$ , 55' 50 feet;

Thence Northerly, 429.40 feet along the arc of a curve concave to the West to a point from which the true point of beginning bears  $S85^{\circ}49'00''W$ , said arc having a radius of 2745.00 feet, a central angle of  $8^{\circ}57'46''$ , and being subtended by a chord that bears  $N12^{\circ}01'31''W$ , 428.97 feet;

Thence, leaving the Westerly right-of-way line of said Colorado State Highway No. 115,  $S85^{\circ}49'00''W$ , 300.59 feet to the TRUE POINT OF BEGINNING.

All locate in El Paso County, Colorado.

ARDIS W. SCHMITT  
El Paso County Clerk & Recorder

REQUEST FOR ELECTRIC HEAT WAIVER

City of Colorado Springs  
Dept. of Public Utilities  
Electric Division  
18 South Nevada Avenue  
Colorado Springs, CO 80947

Date December 28, 1982

300

Dear Sirs:

This is a request by R & S Construction  
(Name of Developer)

at 2993 Broadmoor Valley Road Colorado Springs, Colorado in  
(Address)

regard to Country Club Village  
(Subdivision Description)

and all

properties therein, requesting that above described subdivision be supplied by a normal electrical distribution system design with a diversified demand at the distribution transformer of 3 KVA per home by the Electric Division of the Department of Public Utilities, Colorado Springs, Colorado. As developers of above named subdivision, we are aware that this request limits the electrical service available to the homebuilder or ultimate consumer, and we acknowledge the fact that the design of the Electric Division is such that it eliminates the use of electric space heating. We further acknowledge that should space heating be required for projects in said subdivision, we, developer and/or builder, must independently find alternate energy sources for that purpose and that the Electric Division will not be held responsible for supplying electric energy for electric space heating in the above subdivision. A copy of this request will be furnished in due course to all builders or other individuals purchasing lots in said subdivision.

SIGNED:

Representative of Developer:



Subscribed and sworn to me before

this 6<sup>th</sup> day of January 1983 Stephen L. Pratt Sec/V.P.

A.D. 1983

Notary: Nellie M. Nelson

My commission expires 7-24-1983

Filed in the office of the County  
Clerk \_\_\_\_\_, 19\_\_\_\_

By: \_\_\_\_\_  
(County Clerk)

Book # \_\_\_\_\_ Page # \_\_\_\_\_



Received at 11:10 AM on MAY 22 1972  
 Recession No. 88707A HARRIS Beals

AGREEMENT

GATES ADDITION NO. 10

WHEREAS, the undersigned, The Myron Stratton Home, hereinafter sometimes called "The Home" and Gates Land Company, hereinafter sometimes called "Owner", are the owners of land and premises in El Paso County, Colorado, as described in Exhibit "A", attached and a part of this Agreement; and

WHEREAS, The Home and Owner own all the land described in Exhibit "A" (exclusive of public roads and ways), attached and a part of this Agreement.

WHEREAS, The Home and Owner have petitioned the City of Colorado Springs, hereinafter sometimes called "City", that the said described premises be annexed to and become a part of the City of Colorado Springs; and

WHEREAS, proceedings for the annexation of said land and premises are now pending but have not been completed; and

WHEREAS, the City has agreed under certain conditions as stated in agreement dated October 6, 1965 to annex said premises, together with other territory, and upon annexation to supply municipal water, provided such annexations be carried out in orderly fashion and subject to the applicable conditions usually imposed by the City for the annexation of territory.

NOW, THEREFORE, in consideration of the premises and in further consideration of the benefits which will accrue to The Home and Owner and the obligations resulting to the City if said lands are annexed to the City, the Home

APPROVED AS TO FORM:

Richard H. Hurd  
 CITY ATTORNEY 5.22.72

and Owner agree and covenant that if said lands and premises are annexed to the City of Colorado Springs:

1. The Owner understands and expressly acknowledges that it will be necessary to provide storm sewer and other facilities for drainage and control of flood and surface waters within said lands and premises described in Exhibit "A". Owner will provide all necessary facilities for such drainage and control, and before submission of a plat for subdivision of any of said lands and premises Owner will submit to and have approved by the Department of Public Works a master drainage plan for the total land within the applicable drainage basin. Installation of such facilities within said lands and premises pursuant to the drainage plan so approved shall be in lieu of any unit drainage fees. Owner will not be eligible by reason of such facilities for credit or reimbursement under the Subdivision Drainage Facilities Ordinance.

2. The City has already received payment for 1370 water connections of less than two (2") inches, to be provided on an alternate basis, Owner or its assigns to pay the minimum connection charge of \$381.90 for every second service or water connection of less than two (2") inches, and the City to supply the alternate service or connections without charge until Owner or its assigns have been supplied in said lands and premises or elsewhere an aggregate amount of 1370 such connections free of charge or until December 15, 1985, whichever first occurs. Owner will pay the applicable charge for any service of two (2") inches or more, and except as above provided, the land and premises herein described shall be subject to the payment of the fees and other conditions of water service contained

in Ordinance No. 2872, relating to the furnishing of water by the City.

3. The Park and Recreation Advisory Board and other appropriate agencies of the City and the Owner have jointly approved a plan for Owner to donate to the City land for park, playgrounds, recreational and similar public purposes. This program is shown on preliminary master plan which has been submitted to and approved, in concept, by the Park and Recreation Advisory Board and was approved, in concept, by vote of City Council on April 22, 1969 and provides for approximately 145 acres of land for such purposes of which over 100 acres will be set aside as a Regional Park and Open Space. Subject to any changes or modifications made or to be made by mutual agreement of Owner and the Parks Department of the City, the Owner will, in lieu of a cash fee, before or at the time a territory within said land and premises is platted for subdivision purposes, developed, granted authority for development or granted building permits, convey to the City any and all area within such territory which is designated on said preliminary master plan for use as public park, playground, recreational or similar public purposes, and if any such territory includes or adjoins the acreage designated Regional Park and Open Space Owner will donate to the City increments of such acreage appropriate to the territory being platted as mutually agreed with the City's Parks Department. The Owner realizes that if it offers to donate in lieu of cash any land which has not received the approval of the City's Park and Recreation Advisory Board, the City may chose to reject



such land and in that case a cash fee at the then current rates would be payable by Owner.

4. The Home and Owner will generally comply with the Ordinances of the City concerning the subdivision of land, the extension of sewer and water mains and the furnishing of water and storm drainage facilities including Ordinances Numbered 1926, 1927, 2175 and 4011, and will comply with the zoning uses as set forth in the ordinance annexing the said described land and ordinances concerning off-street parking.

5. The covenants and agreements hereinabove set forth shall run with the land and territory hereinabove described and affected by this Agreement and shall extend to and be binding upon the heirs, assigns and legal representatives of The Home and Owner.

6. The undersigned also agree to the zone uses as provided in the Annexation Ordinance.

IN WITNESS WHEREOF, the Owner has caused these presents to be executed this 21 day of March, 1972.

THE MYRON STRATTON HOME

By [Signature]  
President



[Signature]  
Secretary

GATES LAND COMPANY

By [Signature]  
President



[Signature]  
Assistant Secretary

STATE OF COLORADO )  
                          )ss.  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of *March*, 1972 by Karl R. Ross as President and Jack R. Traxler as Secretary of THE MYRON STRATTON HOME.

My commission expires: *January 20 1977*  
Witness my hand and official seal.

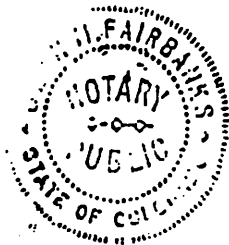


*[Signature]*  
\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
                          )ss.  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of *March*, 1972 by David K. Sunderland as President and *Thomas C. [Signature]* as Assistant Secretary of GATES LAND COMPANY.

My commission expires: *5-11-75*  
Witness my hand and official seal.



*[Signature]*  
\_\_\_\_\_  
Notary Public

## EXHIBIT "A"

EXTERIOR BOUNDARY  
GATES ADDITION NO. TEN

Commencing at the NW Corner of Section 33, T14S, R56W of the 6th P.M., from which the Northwest Corner of said Section 33 bears  $N0^{\circ}16'25''W$ , (True Meridian), 2649.42 feet; thence  $N3^{\circ}37'50''W$ , 431.69 feet to a point on the Westerly line of Interstate Highway No. 25 as described in Quit Claim Deed from the Myron Stratton Home to the State Department of Highways recorded in Book 2266 at Page 171 of the records of El Paso County, Colorado, and to the most Easterly Corner of Annexation Map of Gates Addition No. One to the City of Colorado Springs, according to the Recorded Plat thereof, and the TRULY POINT OF BEGINNING;

Thence  $S33^{\circ}25'16''E$ , 45.77 feet along the Westerly line of said Interstate Highway No. 25 to the West line of said Section 33;

Thence  $S33^{\circ}25'05''E$ , 465.74 feet along the Westerly line of said Interstate Highway No. 25 to the East-West centerline of said Section 33;

Thence  $S33^{\circ}25'11''E$ , 1383.24 feet along the Westerly line of said Interstate Highway No. 25;

Thence  $S33^{\circ}25'57''E$ , 162.42 feet along the Westerly line of said Interstate Highway No. 25 being the Easterly line of that tract of land conveyed from the Department of Highways, State of Colorado, to Gates Land Company as described in Deed recorded in Book 2356 at Page 542 of the records of El Paso County, Colorado;

Thence  $S33^{\circ}26'19''E$ , 454.83 feet along the Westerly line of said Interstate Highway No. 25;

Thence  $S22^{\circ}31'51''E$ , 348.63 feet along the Westerly line of said Interstate Highway No. 25 to the Northeastly right-of-way line of U. S. Highway No. 85-87 as described in Parcel 243 conveyed to the Department of Highways, State of Colorado and recorded in Book 2361 at Page 961 of the records of El Paso County, Colorado;

Thence  $N54^{\circ}25'W$ , 1204.84 feet along the Northeastly line of said Parcel 243 to the Southeast Corner of Parcel 24A conveyed to the Department of Highways, State of Colorado as described in Deed recorded in Book 2361 at Page 965 of the records of El Paso County, Colorado;

Thence continuing  $N54^{\circ}25'W$ , 1275.16 feet along the Northeastly line of said Parcel 24A;

Thence  $S35^{\circ}35'W$ , 158.57 feet to the most Northerly Corner of that tract of land conveyed to J. F. Abrahamson as described in Deed recorded in Book 1628 at Page 123 of the records of El Paso County, Colorado;

Thence  $S7^{\circ}56'15''W$ , 246.04 feet along the West line of that tract of land as described in said Book 1628 at Page 123;

Thence  $S27^{\circ}25'30''W$ , 180.36 feet along the West line of that tract of land as described in said Book 1628 at Page 123;

Thence  $S13^{\circ}51'W$ , 224.36 feet along the West line of that tract of land as described in said Book 1628 at Page 123; to the North line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 32, T14S, R66W of the 6th P.M.;

Thence  $S89^{\circ}24'W$ , 6.34 feet along the North line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 32 to the East line of Stratmoor Drive in Abrahamson's Stratmoor Hills, El Paso County, Colorado, according to the Recorded Plat thereof;

Thence  $S2^{\circ}27'40''W$ , 148.04 feet along the East line of said Stratmoor Drive to a point of curve to the right;

Thence Southwesterly 197.87 feet along the East line of said Stratmoor Drive and along the arc of said curve to a point tangent, said arc having a radius of 180.00 feet, a delta angle of  $62^{\circ}59'00''$  and being subtended by a chord that bears  $S33^{\circ}57'10''W$ , 188.06 feet;

Thence  $S65^{\circ}26'40''W$ , 200.27 feet along the East line of said Stratmoor Drive to a point of curve to the left;

Thence Southwesterly 139.83 feet along the East line of said Stratmoor Drive and along the arc of said curve to a point tangent, said arc having a radius of 150.00 feet, a delta angle of  $53^{\circ}24'40''$  and being subtended by a chord that bears  $S38^{\circ}44'20''W$ , 134.82 feet;

Thence  $S12^{\circ}02'W$ , 202.08 feet along the East line of said Stratmoor Drive to a point of curve to the left;

Thence Southerly 36.73 feet along the East line of said Stratmoor Drive and along the arc of said curve, said arc having a radius of 60.00 feet, a delta angle of  $25^{\circ}18'15''$  and being subtended by a chord that bears  $S1^{\circ}07'15''W$ , 36.41 feet;

Thence  $S75^{\circ}43'45''W$ , 80.00 feet to the West line of said Stratmoor Drive;

Thence  $S29^{\circ}05'W$ , 50.16 feet along the Southerly line of Tract A in said Abrahamson's Stratmoor Hills to the West line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 32;

Thence  $S0^{\circ}13'00''E$ , 535.76 feet along the West line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 32 to the Southwest Corner thereof;

Thence  $S0^{\circ}13'08''E$ , 2847.05 feet along the East line of the  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 5, T15S, R66W of the 6th P.M. to the Southeast Corner thereof;

Thence continuing  $S0^{\circ}13'08''E$ , 2548.17 feet along the East line of the  $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said Section 5 to the Southeast Corner thereof;

Thence  $N89^{\circ}00'00''W$ , 3970.01 feet along the South line of said Section 5 to the Southwest Corner of said Section 5;

Thence  $N89^{\circ}42'45''W$ , 15.65 feet along the North line of Section 7, T15S, R66W of the 6th P.M. to the West right-of-way line of Colorado State Highway No. 115 as described in Deed recorded in Book 2196 at Page 116 of the records of El Paso County, Colorado;

Thence  $S3^{\circ}50'24''E$ , 2.39 feet along the West line of said Colorado State Highway No. 115;

Thence  $S3^{\circ}51'02''E$ , 3864.76 feet along the West line of said Colorado State Highway No. 115;

Thence  $S1^{\circ}51'35''W$ , 201.00 feet along the West line of said Colorado State Highway No. 115;

Thence  $S3^{\circ}50'55''E$ , 160.00 feet along the West line of said Colorado State Highway No. 115;

Thence  $S9^{\circ}33'25''E$ , 201.00 feet along the West line of said Colorado State Highway No. 115;

Thence  $S3^{\circ}50'55''E$ , 376.25 feet along the West line of said Colorado State Highway No. 115;

Thence  $S86^{\circ}09'05''W$ , 53.35 feet along the West line of said Colorado State Highway No. 115;

Thence Southerly 584.26 feet along the West line of said Colorado State Highway No. 115 and along the arc of a curve concave to the West to the South line of Section 8, T15S, R66W of the 6th P.M., said arc having a radius of 1342.34 feet, a delta angle of  $24^{\circ}56'18''$  and being subtended by a chord that bears  $S8^{\circ}37'13''W$ , 579.66 feet;

Thence  $N93^{\circ}33'52''W$ , 164.27 feet along the South line of said Section 8 to the Southwest Corner of said Section 8;

Thence  $N89^{\circ}00'01''W$ , 3952.51 feet along the South line of said Section 7 to the Southwest Corner of the  $E\frac{1}{2}$  of the  $S\frac{1}{4}$  of said Section 7;

Thence  $N0^{\circ}12'37''W$ , 5288.96 feet along the West line of the  $E\frac{1}{2}$  of the  $S\frac{1}{4}$  and the West line of the  $E\frac{1}{2}$  of the  $N\frac{1}{4}$  of said Section 7 to the Northwest Corner of the  $E\frac{1}{2}$  of the  $N\frac{1}{4}$  of said Section 7;

Thence  $S89^{\circ}17'17''E$ , 1340.92 feet along the North line of said Section 7 to the  $N\frac{1}{4}$  Corner of said Section 7;

Thence  $N0^{\circ}04'01''E$ , 1326.29 feet along the West line of the  $S\frac{1}{4}$  of the  $SE\frac{1}{4}$  of Section 6, T15S, R66W of the 6th P.M. to the Northwest Corner thereof;

Thence  $N89^{\circ}25'40''W$ , 2713.36 feet along the South line of the  $N\frac{1}{4}$  of the  $S\frac{1}{4}$  of said Section 6 to the Southwest Corner thereof;

Thence  $N88^{\circ}33'29''W$ , 1303.25 feet;

Thence  $N0^{\circ}57'30''W$ , 2593.58 feet to the Southwest Corner of that tract of land conveyed from Donner to Gates Land Company as described in Deed recorded in Book 2461 at Page 334 of the records of El Paso County, Colorado;

Thence  $N0^{\circ}30'W$ , 348.21 feet along the West line of that tract of land as described in said Book 2461 at Page 334;

Thence  $N89^{\circ}50'E$ , 268.27 feet along the West line of that tract of land as described in said Book 2461 at Page 334;

Thence  $N46^{\circ}30'E$ , 1425.00 feet along the West line of that tract of land as described in said Book 2461 at Page 334 to the Northeast Corner of Section 1, T15S, R67W of the 6th P.M.;

Thence  $N0^{\circ}34'26''E$ , 654.69 feet;

Thence  $S89^{\circ}29'30''E$ , 120.70 feet to the Southwest Corner of that tract of land conveyed from Riley to Gates Land Company as described in Deed recorded in Book 2323 at Page 563 of the records of El Paso County, Colorado;

Thence  $N0^{\circ}29'58''E$ , 335.10 feet along the West line of that tract of land as described in said Book 2323 at Page 563;

Thence  $N29^{\circ}17'30''E$ , 384.89 feet along the West line of that tract of land as described in said Book 2323 at Page 563 to the Northwest Corner thereof;

Thence  $N88^{\circ}52'30''E$ , 358.51 feet along the North line of that tract of land as described in said Book 2323 at Page 563;

Thence  $N0^{\circ}41'04''W$ , 238.85 feet;

Thence  $N0^{\circ}40'32''W$ , 429.45 feet to the North line of Sierra Vista Drive;

Thence  $N89^{\circ}40'28''W$ , 1918.60 feet along the North line of said Sierra Vista Drive to the East line of Sequoyah Road;

Thence  $N0^{\circ}02'14''E$ , 638.84 feet along the East line of said Sequoyah Road to the South line of Cheyenne Mountain Boulevard;

Thence Northeasterly 196.85 feet along the South line of said Cheyenne Mountain Boulevard and along the arc of a curve concave to the Northwest to a point tangent, said arc having a radius of 664.45 feet and a delta angle of  $16^{\circ}58'29''$  and being subtended by a chord that bears  $N63^{\circ}22'32''E$ , 196.13 feet;

Thence N54°53'18"E, 130.72 feet along the South line of said Cheyenne Mountain Boulevard;

Thence N35°06'38"W, 60.02 feet to the North line of said Cheyenne Mountain Boulevard;

Thence N05°59'02"W, 948.20 feet to a point on the East line extended Southerly of Sixth Street in Broadmoor, according to the Recorded Plat thereof, from which the intersection of the South line of Broadmoor Avenue with the East line of Sixth Street extended Southerly in said Broadmoor bears N15°45'45"W, 550.00 feet;

Thence N74°19'08"E, 300.00 feet parallel with the South line of said Broadmoor Avenue;

Thence N15°45'45"W, 550.00 feet parallel with the East line extended Southerly of said Sixth Street to the South line of said Broadmoor Avenue;

Thence N74°19'08"E, 557.14 feet along the South line of said Broadmoor Avenue to its intersection with the East line of Eighth Street in said Broadmoor;

Thence S15°06'58"E, 222.46 feet;

Thence N48°34'11"E, 297.94 feet;

Thence N55°55'54"E, 196.13 feet;

Thence N31°29'38"E, 178.88 feet;

Thence N15°49'23"W, 16.82 feet to the West line of Annexation Map of Gates Addition No. Two to the City of Colorado Springs, El Paso County, Colorado, according to the Recorded Plat thereof;

Thence N55°01'52"E, 329.66 feet along the West line of said Gates Addition No. Two;

Thence S45°43'20"E, 825.69 feet along the West line of said Gates Addition No. Two;

Thence S21°57'05"W, 345.04 feet along the West line of said Gates Addition No. Two to the Northeast Corner of Annexation Map of Gates Addition No. Seven to the City of Colorado Springs, El Paso County, Colorado;

Thence S96°56'05"W, 390.02 feet along the North line of said Gates Addition No. Seven;

Thence S61°29'30"W, 247.24 feet along the Northwesterly line of said Gates Addition No. Seven;

Thence South 694.99 feet along the West line of said Gates Addition No. Seven;

Thence East 672.47 feet along the South line of said Gates Addition No. Seven to the West line of said Gates Addition No. Two;

Thence N84°00'E, 449.46 feet along the West line of said Gates Addition No. Two;

Thence S3°49'30"E, 651.88 feet along the West line of said Gates Addition No. Two to the most Northerly Corner of Annexation Map of Gates Addition No. Eight to the City of Colorado Springs, El Paso County, Colorado, according to the Recorded Plat thereof;

Thence S18°00'W, 51.63 feet along the Westerly line of said Gates Addition No. Eight;

Thence S21°00'W, 132.00 feet along the Westerly line of said Gates Addition No. Eight;

Thence S18°00'W, 128.00 feet along the Westerly line of said Gates Addition No. Eight;

Thence S7°00'W, 89.00 feet along the Westerly line of said Gates Addition No. Eight;

Thence S21°00'E, 88.00 feet along the Westerly line of said Gates Addition No. Eight;

Thence S32°00'E, 85.47 feet along the Westerly line of said Gates Addition No. Eight;

Thence S59°00'E, 102.75 feet along the Westerly line of said Gates Addition No. Eight;

Thence S63°00'E, 130.00 feet along the Westerly line of said Gates Addition No. Eight;

Thence S68°00'E, 109.00 feet along the Westerly line of said Gates Addition No. Eight;

Thence S84°00'E, 58.00 feet along the Westerly line of said Gates Addition No. Eight;

Thence N4°00'E, 156.53 feet along the Southerly line of said Gates Addition No. Eight;

Thence Easterly, 88.53 feet along the Southerly line of said Gates Addition No. Eight and along the arc of a curve concave to the North to a point tangent, said arc having a radius of 180.00 feet, a delta angle of 28°10'45", and being subtended by a chord that bears S86°44'37"E, 87.64 feet;

Thence N79°10'E, 104.51 feet along the Southerly line of said Gates Addition No. Eight;

Thence Southeasterly, 318.47 feet along the Southerly line of said Gates Addition No. Eight and along the arc of a curve concave to the Northeast, said arc having a radius of 830.00 feet, a delta angle of 21°59'04", and being subtended by a chord that bears S25°16'45"E, 316.52 feet;

Thence N53°43'43"E, 30.00 feet along the Southerly line of said Gates Addition No. Eight;

Thence N65°30'E, 567.15 feet along the Southerly line of said Gates Addition No. Eight to the Westerly line of said Gates Addition No. Two;

Thence S17°19'55"E, 173.71 feet along the West line of said Gates Addition No. Two;

Thence S0°38'55"E, 432.38 feet along the West line of said Gates Addition No. Two;

Thence S58°38'55"E, 120.40 feet along the West line of said Gates Addition No. Two;

Thence S0°20'08"E, 672.29 feet along the West line of said Gates Addition No. Two;

Thence S47°20'24"E, 1004.58 feet along the West line of said Gates Addition No. Two;

Thence S81°31'09"E, 211.71 feet along the West line of said Gates Addition No. Two to the most Southerly Corner of said Gates Addition No. Two;

Thence S28°21'28"E, 2122.02 feet along the East right-of-way line of Colorado State Highway No. 115 as described in Deed recorded in Book 2290 at Page 153 of the records of El Paso County, Colorado, and along the Westerly line of Annexation Map of Gates Addition No. Six to the City of Colorado Springs, El Paso County, Colorado, according to the Recorded Plat thereof;

Thence N61°39'E, 1066.89 feet along the Westerly line of said Gates Addition No. Six to a point of curve to the right;

Thence Northeasterly 112.44 feet along the Westerly line of said Gates Addition No. Six and along the arc of said curve, said arc having a radius of 1400.00 feet, a delta angle of 05°17'18" and being subtended by a chord that bears N63°17'37"E, 112.43 feet;

Thence  $S24^{\circ}11'10''E$ , 111.81 feet along the Westerly line of said Gates Addition No. Six to a point of curve to the right;

Thence Southerly 329.69 feet along the Westerly line of said Gates Addition No. Six and along the arc of said curve to a point tangent, said arc having a radius of 750.00 feet, a delta angle of  $25^{\circ}11'10''$  and being subtended by a chord that bears  $S11^{\circ}35'35''E$ , 327.04 feet;

Thence  $S1^{\circ}00'W$ , 1146.78 feet along the Westerly line of said Gates Addition No. Six to the Southwest Corner thereof;

Thence  $S89^{\circ}00'E$ , 930.02 feet along the South line of said Gates Addition No. Six to the Southeast Corner thereof;

Thence  $N3^{\circ}00'E$ , 690.18 feet along the East line of said Gates Addition No. Six;

Thence Westerly 236.01 feet along the Easterly line of said Gates Addition No. Six and along the arc of a curve concave to the South, said arc having a radius of 750.00 feet, a delta angle of  $18^{\circ}01'47''$  and being subtended by a chord that bears  $N82^{\circ}10'41''W$ , 235.03 feet;

Thence  $N3^{\circ}03'40''W$ , 1254.40 feet along the Easterly line of said Gates Addition No. Six;

Thence  $S74^{\circ}33'W$ , 516.55 feet along the Easterly line of said Gates Addition No. Six to a point of curve to the left;

Thence Southwesterly 459.30 feet along the Easterly line of said Gates Addition No. Six and along the arc of said curve, said arc having a radius of 2040.00 feet, a delta angle of  $12^{\circ}54'00''$  and being subtended by a chord that bears  $S68^{\circ}06'00''W$ , 459.33 feet;

Thence  $N28^{\circ}21'W$ , 600.00 feet along the Easterly line of said Gates Addition No. Six;

Thence  $N42^{\circ}13'46''E$ , 714.30 feet along the Easterly line of said Gates Addition No. Six;

Thence  $N22^{\circ}38'44''E$ , 332.18 feet along the Easterly line of said Gates Addition No. Six;

Thence  $N8^{\circ}44'10''W$ , 320.00 feet along the Easterly line of said Gates Addition No. Six to the most Northerly Corner of said Gates Addition No. Six;

Thence  $S81^{\circ}15'50''W$ , 415.00 feet along the Northerly line of said Gates Addition No. Six to the Southerly line of Annexation Map of Gates Addition No. One to the City of Colorado Springs, El Paso County, Colorado, according to the Recorded Plat thereof;

The following bearings and distances are along the Southerly lines of said Gates Addition No. One:

Thence  $N8^{\circ}44'10''W$ , 275.00 feet;  
 Thence  $N47^{\circ}34'10''W$ , 150.70 feet;  
 Thence  $N55^{\circ}37'30''E$ , 180.28 feet;  
 Thence  $N75^{\circ}53'E$ , 826.61 feet;  
 Thence  $N36^{\circ}57'40''E$ , 88.41 feet;  
 Thence  $N79^{\circ}24'50''E$ , 558.32 feet;  
 Thence  $S48^{\circ}05'E$ , 203.85 feet;  
 Thence  $S26^{\circ}15'E$ , 618.46 feet;  
 Thence  $N75^{\circ}35'E$ , 318.00 feet;  
 Thence  $N7^{\circ}55'W$ , 842.00 feet;  
 Thence  $S83^{\circ}10'W$ , 269.99 feet;  
 Thence  $N10^{\circ}50'W$ , 500.01 feet;  
 Thence  $N54^{\circ}06'40''E$ , 1150.00 feet;



Thence  $N50^{\circ}52'30''E$ , 443.45 feet to a point on the former East line of U. S. Highway No. 85-87 as described in Quit Claim No. 3 from the Myron Stratton Home to the State Department of Highways recorded in Book 2296 at Page 171 of the records of El Paso County, Colorado;

Thence  $S42^{\circ}23'58''E$ , 968.25 feet along the former East line of said U. S. Highway No. 85-87;

Thence Southeasterly 482.15 feet along the former East line of said U.S. Highway No. 85-87 and along the arc of a curve to the left, said arc having a radius of 2835.00 feet and being subtended by a chord that bears  $S47^{\circ}16'54''E$ , 492.56 feet:

Thence  $N44^{\circ}43'10''E$ , 1201.42 feet to a point on the Westerly line of Interstate Highway No. 25 as described in said Book 2296 at Page 171 and the TRUE POINT OF BEGINNING.



SU 0170(9) Sec. 2  
SH 83 from Jct. SH 115 E & N  
Parcels 11A and 11B-Gates  
Page 2

BOOK 2562 PAGE 780

1. Thence N.  $51^{\circ} 06' 56''$  W. a distance of 248.50 feet;
2. Thence N.  $28^{\circ} 40' 26''$  W. a distance of 881.40 feet;
3. Thence N.  $0^{\circ} 01' 56''$  W. a distance of 300.70 feet;
4. Thence N.  $12^{\circ} 22' 16''$  W. a distance of 202.20 feet;
5. Thence N.  $17^{\circ} 38' 56''$  W. a distance of 310.57 feet to the easterly line of that tract of land conveyed to the Department of Highways, State of Colorado, as described by deed recorded in Book 2296 at Page 151 of the records of El Paso County, Colorado;

ALSO

Commencing at the SW corner of Sec. 5, T. 15 S., R. 66 W. of the 6th P.M., from which the S $\frac{1}{2}$  corner of said Sec. 5 bears S.  $89^{\circ} 49' 56''$  E. a distance of 2,646.89 feet, thence S.  $89^{\circ} 49' 56''$  E. a distance of 811.60 feet along the south line of said Sec. 5 to the true point of beginning;

1. Thence along the northerly right of way line of State Highway 83 (Nov. 1972), S.  $89^{\circ} 49' 56''$  E., a distance of 1,300.0 feet.

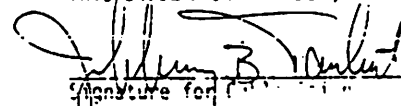
TELEVISION INSTALLATION AGREEMENT

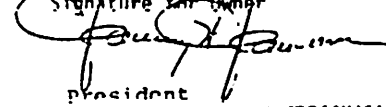
9/14 2.

Agreement dated August 24 1984, between Colorado Springs Cablevision, Inc. ("CABLEVISION"), and R&S Residential Construction, Inc. ("OWNER"). In consideration of the mutual promises and conditions hereinafter set forth, the parties agree as follows:

3.00

1. PREMISES. OWNER owns an apartment, trailer park, townhouse, or condominium complex known as Country Club Village, whose address is Wycliffe Drive, described as Townhouses consisting of 64 units, including any additional units added in the future (the "PREMISES").
2. CABLE SYSTEM. CABLEVISION operates a cable television system in the city of Colorado Springs and El Paso County pursuant to a legal franchise, the "FRANCHISE". CABLEVISION will design, install, upgrade and maintain equipment (the "EQUIPMENT"), reasonably required to furnish cable television service to the PREMISES. The EQUIPMENT shall at all times remain the property of CABLEVISION, - no party, firm, company, or corporation, including the OWNER shall in any way attach to or use in part or in full, in any manner, any reception device, wiring, or any other communication equipment owned by CABLEVISION. Service and maintenance of the EQUIPMENT will be provided by CABLEVISION in accordance with the provisions of the FRANCHISE. Arrangements for hooking up, servicing and billing individual residents of the PREMISES will be made directly between CABLEVISION and such residents at standard rates as approved in the FRANCHISE.
3. EASEMENT; ACCESS. OWNER hereby grants to CABLEVISION an unrestricted easement in gross covering routing necessary for installation of the EQUIPMENT hereunder. In connection with the initial wiring, OWNER, or a designated representative will accompany CABLEVISION employees in to any unoccupied residential unit. After initial wiring, OWNER shall provide reasonable access to the PREMISES so that CABLEVISION may install EQUIPMENT, market cable services, or maintain or remove the EQUIPMENT at such times as CABLEVISION shall determine.
4. DAMAGE TO PREMISES OR EQUIPMENT. Any damages to the PREMISES caused by CABLEVISION, its agents or employees, will be repaired by CABLEVISION. Any damages to the EQUIPMENT caused by OWNER, its agents, or employees will be repaired promptly by OWNER. CABLEVISION shall hold harmless and indemnify OWNER from and against any and all damage or claims for damage asserted by reason of CABLEVISION'S construction and maintenance of the cable system, except loss or damage arising from any negligent act or omission of OWNER, its agents, or employees.
5. TERM; TERMINATION; SUCCESSOR. This Agreement shall continue for the duration of the FRANCHISE, and any extensions thereof unless CABLEVISION shall earlier determine that it is technically or economically impractical to continue to provide service hereunder. If OWNER sells, transfers, or encumbers the PREMISES, such sale or encumbrance will be made subject to continuation of this Agreement, and in connection therewith, this Agreement may be recorded in the real property records of El Paso County, Colorado.
6. REMOVAL OF EQUIPMENT. Cablevision shall have the right to remove all of its EQUIPMENT from the PREMISES, or at its option to deactivate all such EQUIPMENT in any manner it sees fit. OWNER shall grant CABLEVISION reasonable access for removal. Such removal shall be done so as to not damage or deface the OWNER'S PREMISES.
7. MISCELLANEOUS PROVISIONS. CABLEVISION shall not be liable for any failure to perform hereunder arising from causes beyond its control. This writing contains the entire Agreement between the OWNER and CABLEVISION and may not be amended except by an agreement in writing signed by the parties. This agreement shall be governed by the laws of the state of Colorado.

  
 \_\_\_\_\_  
 Signature for \_\_\_\_\_  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date 8/21/85

Larry H. Lawrence  
 \_\_\_\_\_  
 Signature for Owner  
  
 \_\_\_\_\_  
 President  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 \_\_\_\_\_  
 August 24, 1984  
 \_\_\_\_\_  
 Date